4293.

SUPREME COURT OF THE UNITED STATES.

No. 144.

THE NEW ORLEANS CANAL AND BANKING COMPANY, APPELLANTS,

vs.

JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE.

APPEAL FROM THE DISTRICT COURT, UNITED STATES, FOR THE DISTRICT OF TEXAS.

INDEX.

	Original.	Print.
Bill of complaint	2	1
Subpœna and service	17	12
Demurrer to bill	18	13
Demurrer overruled	20	14
Agreement of parties	20	14
Separate answer of Jeannetta Stafford	24	16
Amendment to bill	32	22
Motion of complainants	36	25
Order of court on motion to extend appointment of receiver	38	25
Report of receiver	39	27
Order of court	40	27
Amended bill	43	29
Separate answer of Jeannetta Stafford to the original and amended bills	47	32
Replication to answer	50	34
Commissioners appointed to take testimony on the part of complainants	53	36
Agreement of parties	57	38
Bonds and orders of court in the case of Union Bank of Louisiana vs. Stafford and wife	58	38
Complainant's proof	71	48
Mortgage from Stafford and wife to Canal Bank	72	48
Transcript of record from district court of Louisiana	77	52
Deed—Wells to Thomas	90	62
Mortgage from Thomas and wife to Canal Bank	98	67

GIDEON, print.

INDEX.

	Original.	Print.
Judgment in case of Flint vs. Thomas	103	71
Execution and sheriff's return in same case	106	73
Order of seizure and sale in case Canal Bank vs. Thomas	109	76
Deed from Leckie to Canal Bank	112	78
Deed from Leckie to Canal Bank	120	83
Deed from Canal Bank to Stafford	128	89
Deed and mortgage from Canal Bank to Stafford	135	94
Notes and protest	142	100
Depositions of witnesses for complainants	146	103
Documents marked No. 1, 2, 3, and 4, offered as evidence by complaints	173	120
Interrogatories to, and deposition of, witnesses for complainants	182	129
Supplemental mortgage from Josiah S. Stafford and wife to the Union Bank of Louisiana	202	142
Act incorporating subscribers to Canal Bank	219	153
Amended act	236	165
2d amendatory act	238	167
Act to revise and amend certain acts	240	169
Rules and regulations of Canal Bank	248	173
Depositions for complainants	257	179
Decree	307	209
Appeal bond	310	211
Clerk's certificate	312	212

In the district court of the United States, for the district of Texas, May term, 1848.

The New Orleans Canal and Banking Company
vs.
Josiah S. Stafford and Jeannetta Kirkland, his wife.

The United States of America,
District of Texas, to wit:

At a district court of the United States, having and exercising the powers and jurisdiction of a circuit court of the same, for the district of Texas, began and held at the city of Galveston, in said district, on the first Monday in May, in the year of our Lord one thousand eight hundred and forty-eight.

Present, the honorable John C. Watrous, judge of said district; Jas. H. Cocke, esq., marshal; and Thomas Bates, clerk.

Among other were the following proceedings, to wit:

The New Orleans Canal and Banking Company
vs.
Josiah S. Stafford and Jeannetta Kirkland, his wife.
} In chancery.

Be it remembered, that heretofore, to wit, on the twenty-fourth day of April, in the year of our Lord one thousand eight hundred and forty-eight, the said New Orleans Canal and Banking Company, by their counsel, Peter W. Grey and Wm. P. Ballinger, filed in the district here their bill, complaining against the said Josiah S. Stafford and Jeanetta Kirkland, his wife, in the words and of the tenor following, to wit:

The United States of America,
District of Texas.

To the honorable John C. Watrous, judge of the district court of the United States, having and exercising the powers and jurisdiction of a circuit court of the same, for the district of Texas, sitting in equity:

The New Orleans Canal and Banking Company, a body corporate, legally and duly established by the laws of the State of Louisiana, having its principal place of business at the city of New Orleans, in the said State, all the members of which are citizens of the said State of Louisiana, bring this their bill against Josiah S. Stafford, of the county of Harris, and a citizen of the State of Texas, and Jeanetta Kirk-

land, his wife, also of the county of Harris, and a citizen of the said State of Texas.

And thereupon your orators complain and say: That heretofore, to wit, on the twelfth day of July, one thousand eight hundred and forty-four, at Alexandria, in the parish of Rapides, and State of Louisiana, before Francis William Brewer, parish judge of the said parish and State, and ex officio notary public for the same, an act or contract of sale and mortgage, between your orators, the said New Orleans Canal and Banking Company, acting by and through their duly authorized agent, and a certain William Mainer Stafford, then a citizen of the said parish and State, was duly signed and acknowledged by the said parties, and made, declared, and delivered, according to the laws and requirements of the said State of Louisiana, by and in which your orators bargained, sold, transferred, and delivered, to the said William M. Stafford, for the consideration hereinafter expressed, the following named slaves, to wit:

Ben, then aged 44 years; Bob, 28; Willis, 30; Stephen, 24; Frank, 27; Tom, 25; Cynthia, 50; Chloe, 35; America, 26; Nancy, 22; Judy, 28; Edmond, 35; George Lee, 27; Little Ben, 25; Big Lewis, 35; Britain, 30; Charlotte, 37; Charity, 46; Venus, 25; Maria Johnson, 27; Peggy, 17; Maria, 48; Sam Rogers, 42; Dick, 23; Wallace, 23; Levi, 25; Austin, 26; Mardy, 18; Violet, 24; Minty, 22; Vicey, 32; Fanny, 41; Pleasant, 22; all slaves for life, together with the increase of the females; which said slaves had been purchased at a sheriff's sale thereof, made on the eighth day of July, one thousand eight hundred and forty-four, by virtue of a writ "fieri facias," issuing out of the probate court of the said parish of Rapides, in the suit of Adelia E. Flint and husband, against Isaac Thomas. And your orators transferred and delivered by the said sale, to the said Stafford, all the rights which they had acquired under said purchase at sheriff's sale, but expressly refused to warrant the said Stafford against any eviction that might take place in relation to said slaves; or in case of such eviction, to return any portion of the purchase money; but, on the contrary, would exact the full payment thereof, with all interest which might accrue thereon. And the said Stafford declared that he was fully aware of all the particulars of the purchase of your orators at said sheriff's sale, and took and received the title of your orators without any warranty of any nature or description whatsoever, and took upon himself all risks of eviction or defects in title; and the said William M. Stafford bound himself to pay, in consideration of the aforesaid sale of your orators to the said Stafford, the whole amount of the purchase money for said slaves, amounting to the sum of twelve thousand eight hundred and fifty-three dollars $\frac{33}{100}$, with all interest which should accrue thereon, whether he should be thereafter evicted of said property, either in whole or in part, or not, which said sum was payable, as follows:

Nineteen hundred and fifty-eight dollars $\frac{33}{100}$, on the 1st day of February, in the year 1845;

Eighteen hundred and fifty-seven $\frac{7}{100}$ dollars, on the 1st day of February, in the year 1846;

Seventeen hundred and fifty-seven $\frac{7}{100}$ dollars, on the 1st day of February, in the year 1847.

Sixteen hundred and fifty-six $\frac{6}{100}$ dollars, on the 1st day of February, in the year 1848;

Fifteen hundred and fifty-six $\frac{5}{100}$ dollars, on the 1st day of February, in the year 1849;

Fourteen hundred and fifty-six $\frac{6}{100}$ dollars, on the 1st day of February, in the year 1850;

Thirteen hundred and fifty-five $\frac{5}{100}$ dollars, on the 1st day of February, in the year 1851;

Twelve hundred and fifty-five $\frac{5}{100}$ dollars, on the 1st day of February, in the year 1852.

With eight per cent per annum interest after the respective maturities of the said instalments; and the said William M. Stafford executed to your orators his eight several promissory notes, all dated the eighth July, 1844, and corresponding in amounts and maturities to the aforesaid instalments, and payable to your orators at their office of discount and deposit at Alexandria, with eight per cent. per annum interest, after maturity; which notes were marked by the said parish judge "ne varietur," to identify them with the said act of sale and mortgage. And your orators further show that, by the said act of sale and mortgage, the vendor's privilege was expressly reserved in the slaves so sold as aforesaid, and whose names are hereinbefore stated, in favor of your orators, for the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{53}{100}$ dollars at the respective maturities aforesaid, and all interest which should accrue thereon; which said vendor's privilege was, according to the laws of Louisiana, and the effect of the contract between the parties, a preference and lien upon the said slaves for the amount of the debt and interest aforesaid, which took precedence of all other liens and mortgages, rights and interests, which might be acquired subsequently thereto, and entitled your orators, upon the non-payment of any of the sums at the respective maturities aforesaid, to proceed against said slaves and subject them to seizure and sale for the satisfaction of their said debt and all interest accrued thereon.

And your orators further show that, by the said act of sale and mortgage, in addition to the vendor's privilege reserved as aforesaid, the said William M. Stafford granted, and your orators accepted, the better to secure the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{53}{100}$ dollars at the respective maturities thereof, as aforesaid, and all interest which should accrue thereon, a special mortgage (in addition to real estate therein included) upon the following slaves, the property of the said Stafford, and the same purchased by him on the 6th day of November, 1843, at sheriff's sale, at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife, to wit: Little Ben, then aged about 27 years; Sam McCluer, 35; Peter, 40; Paul, 43; Jacob, 47; Jack, 44; Perry, 23;

Little Sam, 24; Jim, 23; Prince, 25; Little Louis, 23; William, 31; Zachariah, carpenter, 38; Ned, 23; Philip, 62; Blaize, 57; Alfred, 23; Alfred, 22; Lewis Rogers, 42; George, 20; Maria, 42, and her two children, named Louisa and Eliza; Charlotte, 14, Patsey, 12, children of Chloe; Amanda, 4, child of Fanny; Big Jane, 44, and her three children, named Margaret, 17, Manuel, 15, and Washington, 9; Harriet, 31, and her child; Philip, 18; John Dixon, 8, child of Vicey; Henry, 26, and child, Charles, 8; Clarissa, 28; Aimey, 26, and child, Aaron, 8; Jane, 25, and child, Harriet, 7; Jenney, 57; Charlotte, 24; Mary, 38, and her two children, Jubal, 17, and Mary, 10; Hortense, 34, and her two children, Mannetta, 18, and Mary Ann, 12; Caroline, 27; Sally, 23; Elvira, 25; Minerva, 16; Tom, 8, child of Judy; Lavina, 8, child of Maria Johnson; Delphine, 25, and child, Lymas, 7; Louisa, 22; Sarah, 19; Ben Rogers, 22; Solomon, 17; and Rachel, 15 years of age; together with the increase of the females since 21st June, 1837. And the said William M Stafford bound himself not to alienate, deteriorate, or encumber the first above mentioned thirty-three slaves and the increase thereof, whether present or future, (and on all which the vendor's privilege was retained as aforesaid,) to the prejudice of the said privilege and mortgage of your orators; and he, the said Stafford, also bound himself not to alienate, deteriorate, or encumber, to the prejudice of the special mortgage aforesaid, the last mentioned slaves theretofore his property, and which he by that act specially mortgaged, in order the better to secure the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{6}{100}$ dollars, with interest as aforesaid; and the said Stafford thereby confessed judgment in favor of your orators for the said sum of twelve thousand eight hundred and fifty-three $\frac{6}{100}$ dollars, and all interest thereon, to be paid as aforesaid; and the said Stafford further declared that he did renounce, for himself and his heirs, the benefit of any laws theretofore promulgated and enacted, or which might thereafter be made and promulgated, requiring property seized on any species of execution to be appraised or sold on any credit whatsoever; and he, the said Stafford, thereby consented and agreed, that if the said sum of twelve thousand eight hundred and fifty-three $\frac{6}{100}$ dollars, or any part thereof, with interest as aforesaid, should not be paid when the same became due, or any part thereof, according to the tenor and effect of the aforesaid notes, and of that act of sale and mortgage, then your orators might obtain an order of seizure and sale, (or judgment in the ordinary way, at their option,) and sell the above described mortgaged premises at public auction to the highest bidder for cash, and without the benefit of appraisement, after advertising the same for thirty days; and your orators further show that, on the fifth day of February, 1845, the first of the aforesaid notes, given by the said William M. Stafford, for nineteen hundred and fifty-eight dollars $\frac{17}{100}$, the same being the first instalment of the full amount of the said twelve thousand eight hundred and fifty-three $\frac{6}{100}$ dollars, as aforesaid, became due and payable to your orators at their office of discount and deposit in Alexandria, according to

the tenor and effect of the said note; and the same was, on the 8th day of February, 1845, presented at the said office of discount and deposit by Edward C. Leckie, a notary public in and for the parish of Rapides, and State of Louisiana, and payment thereof demanded of the cashier of said office of discount and deposit, which payment was refused, and the said note was then and there protested for non-payment by the said notary; and your orators further show that, by the effect of the said contract or act of sale and mortgage, so entered into, declared, and acknowledged as aforesaid, and by virtue of the laws of Louisiana, the State where said contract was made, a right to proceed against the said William M. Stafford, and obtain the benefit and satisfaction of their debt of twelve thousand eight hundred and fifty-three $\frac{66}{100}$ dollars, and all interest which had accrued upon any part thereof as aforesaid, by subjecting the said slaves, hereinbefore described as secured to your orators by vendor's privilege, and special mortgage to seizure and sale for the payment of said amount, immediately accrued to your orators on the non-payment of the said note or instalments as aforesaid. And your orators further show, that at the time of the execution of said act or contract of sale and mortgage, and thereafter, until about 1845, and subsequently to the non-payment and protest aforesaid, the said slaves, so mortgaged and secured to your orators as aforesaid, were within the jurisdiction of the State of Louisiana, and in the ownership and possession of the said William M. Stafford, or those claiming under him, and subject to the legal rights of your orators for the payment of the amounts so secured as aforesaid, and could not lawfully, or in honesty and good faith, be removed beyond the jurisdiction of *of* the State of Louisiana, in which the said act of sale and mortgage was made and declared, and according to the effect thereof was to be completed and performed. And your orators further say, that on or about 1845, the defendants in this bill, Josiah S. Stafford and Jeanetta Kirkland, his wife, intending and contriving to injure and defraud your orators, and deprive them of the benefit of their said privilege and mortgage, and of the rights arising therefrom against the slaves aforesaid, under the laws of the said State of Louisiana, and with full notice of the said act of sale and mortgage, and of the privilege, lien, and rights of your orators thereby, and without the knowledge or consent of your orators, obtained possession of the said slaves and their increase herein before described, and then and there removed and transported the same from the said State of Louisiana into the then republic, now State, of Texas, where the said defendants now hold and detain said slaves. And your orators distinctly say and charge, that their said act of sale and mortgage hereinbefore described, was on file and of record in the office of the parish judge of the said parish of Rapides, in the State of Louisiana, in accordance with the registry laws of the said State, for the purpose of giving validity to said act, and notice thereof to all persons; and they say, that at the date of the said act, and when the same was placed upon the records of the office of the said parish judge, and for a long time subsequently

thereto, the said defendants were citizens of the said parish of Rapides, and State of Louisiana. And your orators say and charge, that the possession of the said slaves, so acquired by the defendants, and the removal or transportation of them from Louisiana to Texas, was with full knowledge on the part of said defendants of the said act or contract of sale and mortgage hereinbefore described; and of the rights, privileges, and liens of your orators by virtue thereof; and the same were fraudulent and wrongful against your orators and their rights, privileges, and liens aforesaid, and were designed and intended to prevent, defeat, or embarrass the remedy of your orators against the said slaves, under their act of sale and mortgage aforesaid, for the benefit and satisfaction of their said debt and interest as hereinbefore stated; and they say that the removal of said slaves was in violation of the laws of the said State of Louisiana, and was a felony thereby. And your orators say that they are informed, and verily believe, that since the removal of the said slaves into Texas, the said defendants, or one of them, have endeavored so to secrete, scatter, and place the said slaves that they could not be subjected to the legal rights and redress of your orators, nor made amenable to the jurisdiction and process of this honorable court; and the said Stafford has threatened and declared that he would remove the said slaves beyond the jurisdiction of this State and district to prevent the enforcement of (among other liens and claims) the privilege and mortgage of your orators aforesaid. And your orators further show that the said slaves and their increase, so mortgaged and secured to your orators, and so removed and claimed by the said defendants, or the greater number of said slaves, as will be hereinafter specified, are now in the possession and under the control of your honorable court, by and through a receiver, (or other officer or agent thereof,) or of persons to whom the said slaves have been hired, under the authority and direction of said court, or said slaves are directed to be delivered into the possession of such receiver, in a certain suit now pending and undetermined in your said court, wherein the Union Bank of Louisiana is complainant, and the said Josiah S. Stafford and Jeanetta Kirkland are defendants; and that said slaves are held by your honorable court to abide and answer the decree which may be rendered by your honor. And your orators verily believe, that unless said slaves are retained and held in the custody, or subject to the orders and control of your honorable court, until this cause can also be heard, and a decree therein rendered; and if the said slaves should be yielded up and returned to the possession and control of the said defendants, that the above threats and declarations would be carried into effect, or means contrived and adopted by the said defendants to remove and place the said slaves so that they could not be reached by any process of execution herein, and any judgment or decree might be rendered in favor of your orators would be of little or no value or benefit. And your orators further say, that each and all of the said promissory notes from the said William M. Stafford to your orators hereinbefore described, and the said vendor's privilege and mortgage, are unpaid and undischarged, and are now in

full force and effect; and that in addition to the said note, due fifth February, 1845, for nineteen hundred and fifty-eight $\frac{1}{100}$ dollars, and protested for non-payment as aforesaid, three others of the said notes, one for eighteen hundred and fifty-seven $\frac{1}{100}$ dollars, due 5th February, 1846, one for seventeen hundred and fifty-seven $\frac{1}{100}$ dollars, due 5th February, 1847, and one for sixteen hundred and fifty-six $\frac{1}{100}$ dollars, due 5th February, 1848, have become due and payable according to the tenor and effect of said notes, and the same have not been paid, nor any of them, nor any part thereof. And your orators say that the act or contract of sale and mortgage aforesaid, and the vendor's privilege and special mortgage therein, and the preferences, liens, and rights of your orators secured thereby, now remain and attach, and are in full force and virtue, upon the said slaves hereinbefore enumerated and described; and that the said defendants now hold and detain said slaves, and all their rights, claims, and interest in the same, subject to the said privilege and mortgage of your orators, and to the rights of your orators to obtain the benefit and satisfaction of their said debt of twelve thousand eight hundred and fifty-three $\frac{6}{100}$ dollars, and all interest due upon the respective instalments thereof by the sale of said slaves, or so many thereof as will fully discharge and pay the same.

And your orators say, that the said William M. Stafford has no property in the State of Louisiana, out of which their aforesaid debt, or any part thereof, could be made and secured; and they say that they are entitled to claim and ask of this honorable court, that the said slaves and their increase, or so many thereof as may be sufficient, be sold under the order and directions of this court, to satisfy and pay the amounts so due to your orators as aforesaid; and your orators say, that since the removal or transportation of the said slaves into Texas, and whilst the same were in possession of the defendants, and before the commencement of these proceedings, they, your orators, through their authorized agents, have divers times requested, and endeavored to induce, the said defendants to act towards your orators equitably and in good conscience, and to desist from the unlawful and fraudulent holding and detaining of the said slaves, and to yield up and submit the same to the just satisfaction of the privilege and mortgage of your orators thereon; and your orators had well hoped that such their reasonable requests would have been complied with.

But now, so it is, may it please your honor, that the said defendants, fraudulently combining and confederating with divers other persons, at present unknown to your orators, but whose names when discovered, your orators pray they may be at liberty to insert herein, and so to make them defendants hereto, with proper and apt words to charge them, and intending and contriving to injure and defraud your orators, absolutely refused to comply with such their requests as aforesaid; and the said defendants continue to assert their pretended claim and right to the slaves aforesaid, and their right to hold them in their own title, free from and not subject to the privilege and mortgage of your orators; and the said defendants, or one of them, pretend that they hold said

slaves in their own right, by purchase from the said William M. Stafford, and that said slaves are not subject to the privilege and mortgage of your orators aforesaid, and responsible for the amounts therein secured; whereas your orators assert and charge the contrary of this to be true; all which doings, pretences, and refusals, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators in the premises. In consideration whereof, and inasmuch as your orators can only have adequate relief in a court of equity, where matters of this kind are properly cognizable and relievable. To the end, therefore, that the said defendants may, if they can, show why your orators should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answers make to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written they are respectively required to answer, that is to say:

1. Whether it is not true that the legal title to the slaves, hereinbefore enumerated and described in this bill, was, at the date of said contract of sale and mortgage, and subsequently thereto, in William M. Stafford; and were not said slaves purchased or obtained thereafter from said William M. Stafford by the defendants or one of them; and was it not with full knowledge of the said privilege and mortgage of the complainants on said slaves hereinbefore described, that said slaves were obtained by defendants or one of them?

2. Whether it is not true, that on the 12th day of July, 1844, the defendants were citizens of the parish of Rapides, and State of Louisiana; if yea, how long thereafter, and up to what time did they, and each of them, so remain citizens of said parish and State; if nay, of what parish and State were they citizens?

3. Whether it is not true that the purchase, transfer, or acquired possession of said slaves by defendants, or either of them, from William M. Stafford, was for the purpose of defeating or embarrassing the enforcement of, among others, the aforesaid privilege and mortgage of complainants against said slaves? State fully, and particularly, the terms, conditions, and intention of the parties, whether written or oral, in the purchase or obtaining of said slaves from William M. Stafford; state distinctly the contract, agreement, or understanding, with reference to the mortgage and privilege aforesaid of complainants.

4. Whether it is not true, that the removal of said slaves from the State of Louisiana to Texas, was with the purpose and object, among others, of defeating or embarrassing the enforcement of the aforesaid privilege and mortgage of complainants on said slaves?

5. Whether it is not true, that the removal or transportation of the said slaves from Louisiana to Texas, was a violation of the laws of the said State of Louisiana?

6. When did the defendants, and each of them, first remove to Texas? How many, and what slaves, have they or either of them,

brought and imported, or caused to be brought and imported, from Louisiana to Texas, of those mortgaged and secured, as hereinbefore described, by William M. Stafford to the complainants?

7. Of the slaves first enumerated in this bill as sold by the complainants to William M. Stafford, with a reservation of the vendor's privilege, and their increase, how many, and which of them, are now bonded to the receiver of this court; how many, and which, are ordered to be delivered to said receiver? And state where are the remainder of such slaves, if living.

8. The same questions are repeated with reference to the slaves, and their increase, last above enumerated in this bill, as specially mortgaged by William M. Stafford to the complainants.

9. Whether it is not true, that divers means, and devices, and plans, have been resorted to by the defendants, or either of them, by themselves, or in concert with others, to secure and place said slaves since their importation to Texas, in such condition that they could not be reached by the claims of the complainants, and that this court could not reach them through its process, and subject them to its judgment or decree; if yea, what were such means, devices, and plans?

And that the said slaves and their increase, so mortgaged and secured to your orators as aforesaid, and now in the possession or control of the receiver of this honorable court, and whose names, as your orators are informed and believe, are as follows, to wit: Ben, aged about 48 years; Bob, 32; Cynthia, 54; Chloe, 39; Nancy, 26; Diana 2, and Tisha 4, children of Nancy; Edmond, 39; George Lee, 31; Little Ben, 29; Venus, 29; Maria Johnson, 31; Maria, 52; Sam. Rogers, 46; Dick, 27; Austin, 30; Violet, 28; Vicey, 36; Edmund Bill, Vicey's child; Fanny, 45; Pleasant, 26; Hannah, child of Pleasant; Elizabeth, child of Venus, 2; Joe, child of Maria Johnson; Coleman, child of Maria Johnson; Little Ben, aged about 31 years; Paul, 47; Jack, 48; Little Sam, 28; Ned, 27; Blaze, 61; Alfred, 27; Charlotte, 18, and Patsey, 16, children of Chloe; Amand, 8, child of Fanny; Big Jane, 48, and her three children, Margaret, 21, Manuel, 19, and Washington, 13; Philip, 22, child of Harriet; Charles, 12, child of Henry; Aimey, 30; Jane, 29, and child, Harriet, 11; Clarissa, Jane's child; Mary, 42; Hortense, 38, and her two children, Nannette, 22, and Mary Ann, 16; Elvira, 29; Lavinia, 12; Louisa, 26; Ben Rogers, 26; Solomon, 21; Rachel, 19; Louisa and Eliza, children of Maria; Andrew, child of Mary, 10; Claiborne, child of Amy, 8; Dublin, child of Amy; Edy, child of Harriet, 9; Henry, child of Big Jane, 10; John, child of Big Jane, 6; be retained and held by the said receiver, or by good and faithful persons, holding the same under the authority of, and responsible to the said receiver, during the pendency of this cause; so that the same shall be forthcoming, to abide and answer the decree of your honorable court herein, and that the slaves so mortgaged and secured to your orators, as aforesaid, of the names following, to wit:

Willis, Stephen, Frank, Tom, America, Judy and her child, Big

Lewis, Britain, Charlotte, Charity, Wallace, Levi, Minty, Sam McClure, Peter Perry, Little Sam, Philip, Lewis Rogers, Henry, Clarissa, Jenny, Charlotte, Mary, child of Big Mary, Caroline, Minerva, Tom, Sarah, Zachariah, carpenter, Alfred or Albert, Jacob, Jim, John Dixon, Peggy, Daphne or Delphine, and Lymas her child, Aaron child of Amey, Sarah or Sally, together with all and singular their increase; and which said slaves as your orators are informed and believe, are now ordered and directed by your honorable court to be delivered by the said Josiah S. Stafford and Jeannetta Kirkland, his wife, to the receiver aforesaid of your said court, be, when so delivered, in like manner as aforesaid, safely held by the said receiver, or under his authority and control, upon such terms and with such directions, as to your honor may seem meet, so that the said slaves shall be forthcoming to abide and answer the decree in this cause; and also that an account be taken, under the direction of this honorable court, of the amount of money, both as principal and interest, due and payable to your orators, by virtue of the premises, upon their said mortgage and notes herein before described; and that the said defendants may be decreed to pay unto your orators the money which shall be so found to be due and payable to them by a short day, to be appointed for that purpose by this honorable court; or, in default thereof, that the said defendants, and each of them, and their respective heirs, executors, and administrators, and all other persons claiming or to claim, by, from, or under them, or either of them, may be absolutely barred and foreclosed of and from all right and equity of redemption; and of and from all and every claim, right, and interest in and to the said slaves, and their increase as aforesaid, and such and every one thereof. And that the said slaves and their increase be, by the final decree of your honor herein, and by an order of sale issued from this honorable court, and according to the course of proceedings thereof, directed to be sold by the proper officer of the court, and that all proper parties join therein; and that the priorities, rights, claims, and interests of your orators, and of all others legally and properly interested, be determined by your honor, and that the money which may be, as aforesaid, so found owing and payable to your orators, be paid to them out of the proceeds of such sale, together with their just costs herein; and your orators show, that the said William M. Stafford is now a citizen of the State of Louisiana, and not within the jurisdiction of this honorable court, and therefore the said Stafford has not been made a party defendant to this bill. And your orators pray, that should the said Stafford come within the jurisdiction of this honorable court, his name may be inserted in this bill as a party defendant, with proper and apt words to charge him and compel him to answer thereto, by your orators, and that process issue against him in due form therefor; and your orators pray for all such further and other relief in the premises, as the nature and circumstances of this case may require, and shall seem meet to this honorable court. May it please your honor to grant unto your orators a writ of subpœna, to be directed to the said Josiah S. Stafford and Jeanetta Kirkland, his wife, the defendants to this bill,

commanding them, and each of them, at a certain day, and under a certain pain, therein to be limited, personally to appear before this honorable court, and then and there full, true, direct, and perfect answers make, to all and singular the premises in this complaint, and to the interrogatories hereinbefore stated and propounded; and further, to stand to, abide, and perform such further order, direction, and decree therein, as to this honorable court shall seem meet. And your orators will ever pray.

BALLINGER & GRAY,
Solicitors for complainants.

NOTE.—Each of the said defendants hereto is required to answer each and all the interrogatories contained in this bill, and numbered from 1 to 9 inclusive.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife.

In the district court of the United States. In equity.

I, Temple Doswell, makes oath and says, that he is the agent of the New Orleans Canal and Banking Company, the complainant in the above suit, for the purpose of instituting this suit, and is fully authorized therefor; that he has read that part of the bill of complaint which contains the statement of facts upon which the same is founded; that he is well acquainted, either by personal knowledge or from credible and undoubted information, with the facts therein stated and set forth, and does verily believe, that all the material statements therein are true; and in particular does he believe, that that part of said bill which states that unless the said slaves should be retained and held in the custody or subject to the authority of this honorable court, until the final decree in this cause, and if the same should be yielded to the possession of the defendants, they will be removed out of the jurisdiction of this court, or means contrived and adopted whereby said slaves will be so removed and placed, that they cannot be reached by any final process of execution herein, and that any decree in favor of complainants would be of little value, is true; and that there is no agent of the said New Orleans Canal and Banking Company, except myself, who could now make oath to said facts, within this district.

J. T. DOSWELL.

Sworn to and subscribed before me, this 24th day of April, 1848.
JOHN C. WATROUS,
U. S. Judge.

We acknowledge ourselves security for all costs in this case. May 26th 1848.

And thereupon, on the twenty-fourth day of April, A. D. 1848, a subpœna was issued out of the clerk's office of said court, in due form of law, in the words and figures following, to wit:

Subpœna.

UNITED STATES OF AMERICA,
District of Texas.

The President of the United States of America, to Josiah S. Stafford and Jeanetta Kirkland, his wife, greeting:

You are hereby commanded to appear personally before the honorable the United States district court, exercising the powers and jurisdiction of a circuit court of the United States, at a court to be holden in the city of Galveston, in and for said district, on the first Monday of June next, or wheresoever the said court shall then be, to answer a bill exhibited against you by the New Orleans Canal and Banking Company, and to do further and receive what the said court shall have considered in that behalf. And this you are not to omit under the penalty of two hundred and fifty dollars.

Witness the honorable John C. Watrous, judge of said court, and seal of court, at the city of Galveston, this 24th day of April, [L. S.] A. D. eighteen hundred and forty-eight, and 73d year of the independence of the United States of America.

THOMAS BATES, *Clerk.*

The defendants are required to enter their appearance in the above suit in the clerk's office on or before the first Monday of August next.

THOMAS BATES, *Clerk.*

On which said subpœna is the following endorsement of service, to wit:

Received April 24th, 1848, and executed on the within named defendants by serving them with a true copy of the within writ on the 30th April, 1848.

JAS. H. COCKE,
U. S. Marshal.

And afterwards, to wit, on the first Monday, the fifth day in June, A. D. 1848, the defendants, by their counsel, entered their appearance on the rule docket in the words and figures following, to wit:

NEW ORLEANS CANAL AND BANKING COMPANY
vs.
STAFFORD & WIFE.

Messrs. McQueen and Alexander enter their appearance for the defendants in this case.

THOMAS BATES, *Clerk.*

And afterwards, to wit, on the first day [of] July, A. D. 1848, the

defendants, by their solicitors, filed their demurrer to complainant's bill of complaint in words and figures as follows, to wit:

General demurrer of defendants.

THE NEW ORLEANS CANAL AND BANKING COMPANY, complainants,
vs.
JOSIAH S. STAFFORD & WIFE, defendants.
} In chancery.

The demurrer of Josiah S. Stafford and Jeannetta, his wife, defendants, to the bill of complaint of the New Orleans Canal and Banking Company, complainants.

These defendants, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill contained, to be true in such manner and form as the same are therein and thereby set forth and alleged, do demur to the said bill, and say that the same, in the whole, and in every part, is not sufficient in law, and say that the said complainant has not by its said bill made such a case as entitles it in a court of equity to any discovery from these defendants respectively, or from either of them, or any relief against them, or either of them, as to the matters contained in the said bill, or any of such matters; and that any discovery which can be made by these defendants, or either of them, touching the matters complained of in the said bill, or any of them, cannot be of any avail to the said complainant for any of the purposes for which a discovery is sought against these defendants by the said bill, nor entitle the said complainant to any relief in this court, touching any of the matters therein complained of; wherefor, and for divers other good causes of demurrer appearing in the said bill, these defendants do demur thereto; and they pray judgment of this honorable court whether they, or either of them, shall be compelled to make any further or other answer to the said bill; and they humbly pray to be hence dismissed, with their reasonable costs in this behalf sustained.

McQUEEN & HARRIS,
Solicitors for defendants.

Certificate of counsel.

THE NEW ORLEANS CANAL AND BANKING COMPANY, complainants,
vs.
JOSIAH S. STAFFORD & WIFE, defendants.
} In chancery.

The undersigned of the solicitors, and of counsel for the defendants in the above entitled cause, do hereby certify, that, in our opinion, the foregoing demurrer to the complainant's bill of complaint is well founded in point of law.

JOHN W. HARRIS,
HUGH McQUEEN,
A. P. THOMPSON.

The undersigned affiants, Josiah S. Stafford and Jeanetta, his wife, defendants in the above entitled cause, being duly sworn, make oath and say, that the foregoing demurrer to complainant's bill of complaint is not interposed for delay.

J. S. STAFFORD,
JEANETTA STAFFORD.

Sworn to and subscribed before me, this 1st July, A. D. 1848.
J. BATES, *Commissioner.*

And afterwards, to wit, at the July rules, the first Monday in July, A. D. 1848, the complainants, by their counsel, made the following entry upon the rule docket, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

The defendants' demurrer in this case is set down for argument on the 10th day of July instant, or as soon thereafter as counsel can be heard.

BALLINGER & GRAY,
Solicitors for complainants.

And afterwards, to wit, on the 23d day of August, A. D. 1848, the demurrer of defendants to complainant's bill, came on to be heard. Whereupon the court made the following order, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
STAFFORD and wife.

This day came the parties, by their counsel, and upon the briefs submitted by the respective parties, it is considered by the court, and thereupon ordered and adjudged, that the defendants' demurrer to complainants' bill of complaint be overruled.

And afterwards, to wit, on the 25th day of August, A. D. 1848, the parties to this cause, by their solicitors, filed an agreement in the words and of the tenor following, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife. } In chancery.

It is agreed by the solicitors of the parties in the above entitled cause, that each of the defendants have leave to answer separately, on or before the rule day in October next, and that the said Jeanetta may answer by J. K. Mabray, as her next friend.

HUGH McQUEEN,
Solicitor for defendants.
W. P. BALLINGER,
Solicitor for complainants.

August 25, 1848.

And afterwards, to wit, on the fifth day of September, A. D. 1848, the court made the following order, to wit:

It is ordered, that all suits, motions, and orders, not otherwise disposed of, be continued until the next term of this court, to be holden in the city of Galveston, on the first Monday of December next.

JOHN C. WATROUS, *Judge*.

And afterwards, to wit, on the 30th day of September, A. D. 1848, defendants, by their solicitors, filed their petition, in the words and figures following, to wit:

Between
THE NEW ORLEANS CANAL AND BANKING COMPANY, compl'ts,
and
J. S. STAFFORD AND WIFE, def'ts.
} In chancery.

To the honorable John C. Watrous, judge of the United States court, in and for the district of Texas, having chancery jurisdiction.

Your petitioners would respectfully represent, that it was agreed by the other solicitors for the defendants, in the above styled suit, that he should draw the pleadings in the same. Since the adjournment of the court petitioner has been absent, sick, or in attendance upon the sick, so as to render it impossible for him to draw the necessary pleadings in time for the October rule day. Therefore, petitioner prays that he may have further time assigned him so to do, until the rule day in November.

All of which is respectfully submitted.

W. ALEXANDER.

Saturday, September 30th, 1848.

And afterwards, on the 2d day of October, A. D. 1848, at chambers, upon the hearing of the petition of W. Alexander, the judge made the following order, to wit:

Time given until the next rule day.

WATROUS.

October 2d, 1848.

And afterwards, to wit, on the 31st day of October, A. D. 1848, defendants, by their counsel, filed their petition for further time to answer; which petition is in words and figures as follows, to wit:

Between
THE NEW ORLEANS CANAL AND BANKING COMPANY, compl'ts,
and
JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE, defendants.
} In chancery.

To the honorable John C. Watrous, judge of the United States district court, in and for the district of Texas.

The petition of William Alexander, one of the solicitors in the above

entitled cause, respectfully sheweth unto your honor: That by agreement with the other solicitors in said cause, your petitioner was to draft the answers in the same, and that in conformity therewith he has proceeded according to the advices given him by the defendants therein, and completed the examination part thereof; but has up to this time *has* been prevented by the sickness of said Josiah P. Stafford, who, he is informed and believes, is yet ill and confined to his house, and who has recently lost two members of his family by sickness, from seeing and conversing with the defendants touching the defence part of their answers; and that he has not yet received the copies of the records mentioned in the complainants' bill, for which the defendants, by the advice of their solicitors, sent (as your petitioner is advised) to Louisiana, several months since; and your petitioner is advised and believes that said copies are necessary to enable him properly to draft the defence part of the answers of said defendant, and of each of them. Your petitioner would further state, that there is no qualified commissioner of this court in Harris county, and the judge of said district is now absent (as he is informed and believes) therefrom on his circuit; and he would further state, that he is now, owing to the absence of his partner on the circuit, and the nature of his engagements, unable to go to Harris county, where the defendants reside, and to procure their showing, touching the matters above mentioned, by the next rule day: Wherefore, in view of the premises, he prays that the defendants may be allowed such further reasonable time to answer, as to your honor may seem meet, &c. W. ALEXANDER.

And now, on the first day of November, A. D. 1848, in chambers, the said petition of defendants was considered by the judge, and the time for defendants to file their answer was enlarged for two weeks from this date.

And afterwards, on the 20th day of November, Jeannetta Stafford, one of the defendants in this cause, by her counsel, filed her separate answer in this cause, in the words and figures following, to wit:

The separate answer of Jeannetta Stafford, (in the bill called Jeannetta Kirkland,) who answers by her next friend, John K. Mabray, a resident citizen of the county of Galveston, and State of Texas, one of the defendants to the bill of complaint of the New Orleans Canal and Banking Company, complainant.

This defendant, by her next friend as aforesaid, now and at all times hereafter, saving and reserving unto herself all and all manner of benefit of exception which can or might be taken to the many errors, uncertainties, and imperfections in said complainant's said bill of complaint contained, for answer thereto, or to so much and such part or parts thereof as this defendant is advised is or are material or necessary for her to make answer unto, answering, saith: That she first submits to this honorable court, that all and every the matters and things in said complainant's said bill mentioned and complained of, in manner and form as they are herein set forth, are not sufficient to entitle the

said complainant to any relief from a court of equity; and this defendant hopes she may have the same benefit of this defence, as in case she had demurred to the said complainant's bill. And this defendant, for answer unto the several interrogatories in said bill of complaint contained, seriatim, further answering, saith:

To the first interrogatory.

That this defendant, from the best of her information and belief, (and subject to her rights as hereinafter set forth,) admits it to be true, that the legal title to the slaves enumerated and described in the bill, was at the date of said so-called "contract of sale and mortgage," and subsequently thereto, in William M. Stafford. But she denies that said slaves were purchased or obtained thereafter, from the said William M. Stafford, by the defendants, or one of them; and, on the contrary, she avers that said slaves were purchased and obtained by James Alexander McWaters, who is, and was at the time of the filing of said complainant's bill of complaint, a resident of the parish of Rapides, in the State of Louisiana, and a citizen of said State; and that the said William M. Stafford conveyed the said slaves, along with divers others, unto the said James Alexander McWaters by a deed of trust, a copy of which is herewith filed, and for greater certainty referred, and prayed to be taken as part of this answer, marked "exhibit A," as trustee, for the use of this defendant, and her heirs that may be living at her death.

To the second interrogatory.

That it is true that, on the twelfth day of July, A. D. 1844, the defendants, citizens of the parish of Rapides, and State of Louisiana, that they and each of them remained citizens thereof, until the time of their respective removal to Texas. That said Josiah S. Stafford removed to Texas on or about the twenty-eighth day of February, A. D. 1845; and this defendant, on or about the first day of January, A. D. 1846, to the best of this defendant's knowledge, information, remembrance, and belief.

To the third interrogatory.

This defendant, as in her answer to said complainant's first interrogatory, denies that there ever was any purchase, transfer, or acquired possession of the said slaves by defendants, or either of them, from William M. Stafford.

To the fourth interrogatory.

That it is not true that the removal of said slaves from the State of Louisiana to Texas, was with the purpose and object, among others, of defeating or embarrassing the enforcement of the aforesaid so-called "privilege and mortgage" of complainant on said slaves, to the best of this defendant's knowledge, remembrance, information, and belief. On the contrary, she avers, that although she is a "feme covert," and but little conversant with business matters; and although the transactions that first occurred touching said slaves between said complainant and said defendants took place more than seven years before the filing of

said complainant's said bill, that they are substantially as follows: That this defendant had, and still has, according to the laws of the State of Louisiana, a lien upon all of the slaves in the bill mentioned, for the security of her matrimonial, dotal, paraphernal, and other rights, or some of them, in the sum of sixty-six thousand seventy-six and sixty-seven and a half hundredths dollars, the same being the value of the separate estate of this defendant, received by her said husband from the date of their marriage, to wit, from the day of , A. D. 1834, at which date said lien commenced, until the day of A. D. 18 , at which date she obtained a judgment against her said husband in the district court of the parish of Rapides, for the above mentioned sum; and which lien, so declared by said judgment, she avers took effect upon said slaves, which were then in the possession of her said husband, and had been subject to said lien from the date of their marriage as aforesaid, and before it was declared by said judgment; and which she further avers, by the laws of said State of Louisiana, had, and still has, priority and precedence over all other claims or demands that may or might be brought against her said husband. Wherefore she begs leave to file herewith, when procured, a certified copy of the record of said judgment, to be marked as "exhibit B;" and she begs leave, for greater certainty, to refer to the same as part of this her answer. And this defendant further states, that as her lien aforesaid had priority over all others, she is advised that she was fully protected in her rights to and over said slaves by the laws of the State of Louisiana, and could not have been disturbed by the so-called "mortgage" and "privilege" of said complainant, of which she submits the legal character and effect to be determined by this honorable court, and in no wise admits to be as in the bill alleged.

To the fifth interrogatory.

This defendant declines answering the complainant's fifth interrogatory, from which she might have protected herself by demurrer.

To the sixth interrogatory.

(This defendant states, that the defendants, and each of them, first removed to Texas, at or about the times specified above in this defendant's answer to complainant's second interrogatory. And this defendant admits that the slaves, in the bill mentioned, were brought by the defendant, Josiah S. Stafford, to Texas, with the exception of Peggy, Charity, Ben, and Mardy, who are dead; and Big Lewis, who, so far as this defendant knows and believes, never was brought to Texas, but is still in Louisiana.)

To the seventh interrogatory.

(Touching the slaves first enumerated in the bill as sold by the complainant to William M. Stafford, with a reservation of the so-called vendor's privilege, and their increase; and how many, and which of them, are now bonded to the receiver of this court; and how many, and which, are now ordered to be delivered to said receiver; and where the remainder of such slaves are, if living? This defendant states that she is informed, and verily believes, that all of them that are liv-

ing are ordered to be delivered to said receiver, but that she cannot now answer further, from the best of her knowledge, remembrance, information, and belief. But that as soon as she can ascertain which of them are now bonded to the receiver, and which of them are hired out to divers persons in Brazoria, and Fort Bend, and Harris counties, by reference to papers now on file in this court, she begs leave that she may be permitted to prepare, and file herewith, as part of her answer, a schedule of the same, marked "schedule No. 1," containing the matters and things inquired of in complainant's seventh interrogatory, therein truly set forth.

To the eighth interrogatory.

This defendant declines answering the complainant's eighth interrogatory, from the uncertainties, and other imperfections, of which she might have protected herself by demurrer.

To the ninth interrogatory.

This defendant says that she is a stranger to the matters and things mentioned and inquired of in complainant's ninth interrogatory, and is totally ignorant, and cannot speak thereof from her knowledge, remembrance, information, and belief.

And this defendant for further answer saith, that said James Alexander McWaters, her trustee, is a resident of the parish of Rapides, and a citizen of the State of Louisiana; and that she admits it to be true, as in the bill mentioned in that behalf, that said William M. Stafford is now a citizen of the State of Louisiana, and not within the jurisdiction of this honorable court; "and that the greater number of said slaves are now in the possession and under the control of your honorable court, by and through a receiver, or other officer or agent thereof, and of persons to whom the said slaves have been hired, under the authority and direction of said court; or said slaves are directed to be delivered into the possession of such receiver in a certain suit now pending and undetermined in your said court, wherein the Union Bank of Louisiana is complainant, and the said Josiah S. Stafford and Jeanetta Kirkland (his wife) are defendants; and that said slaves are held by your honorable court to abide and answer the decree which may be rendered by your honor." And this defendant avers that said Union Bank of Louisiana is a body corporate, established by the laws of the said State of Louisiana, having its principal place of business at the city of New Orleans therein, all of the members of which said body corporate are citizens of the said State of Louisiana.) All of which she submits to this honorable court, and hopes that the complainant's bill will be dismissed, because the necessary and proper parties to this suit have not been, and cannot be, made parties thereto.

And this defendant for further answer saith, that complainant obtained an order or judgment of seizure against said slaves in the district court of the sixth judicial district of the State of Louisiana, upon said so-called mortgage of said William M. Stafford, on the day of February, A. D. 1845; and she begs leave to file herewith, when procured, a certified copy of said order or judgment, marked "ex-

hibit C," and for greater certainty to refer to the same as part of this her answer; and she hopes she may have the same benefit of this defence as though the same were pleaded in bar to the complainant's bill. And she further saith, that suit has not been commenced by complainant by filing said bill of complaint in six months from the date of said order or judgment of seizure, and that said bill is not founded upon the original cause of action, to wit, upon the eight promissory notes of said William M. Stafford in the will mentioned and described. And this defendant hopes she may have the same benefit of this defence as if the same were pleaded in bar to said complainant's said bill of complaint.

And the said defendant, for further answer to said complainant's bill, saith, that said complainant commenced suit against these defendants in the district court of Brazoria county, on the day of A. D. 18 , which suit was dismissed on the day of A. D. 18 . And this defendant begs leave to file herewith, when procured, a copy of the record of said suit, marked "exhibit D;" and she craves leave, for greater certainty, to refer to the same as part of this her answer. And she avers that said suit was for the same subject matter and cause of action as complainant's bill. And she submits the same to this honorable court, and hopes she may have the same benefit of this defence as though the same were pleaded in bar to said complainant's bill. And this defendant for further answer saith, that said complainant ought not to be admitted to allege any thing against the several records referred to as exhibits to this answer, or against any of the same, but that complainant ought to be estopped thereby. And this defendant submits this defence to this honorable court, and hopes she may have the same benefit thereof as if each of said exhibits were pleaded in estoppel to so much and such parts of complainant's bill as are inconsistent therewith, or are contradicted thereby. And this defendant for further answer saith, that she hath had peaceable possession of so many of the said slaves as are now living, and were brought to Texas, not inconsistent with the rights and powers of her trustee aforesaid, for more than two years next before the filing of said complainant's bill; and she submits the same to this honorable court as if it were pleaded in bar to said complainant's bill of complaint. And this defendant denies all and all manner of unlawful combination and confederacy wherewith she is by said bill charged; without this, that there is any other matter, cause, or thing in the said complainant's bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, and maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with her reasonable costs in this behalf most wrongfully sustained.

JEANNETTA STAFFORD.

Subscribed and sworn to before the undersigned, by the said Jeannetta Stafford, this day of November, A. D. 1848.

ALEXANDER,
Of the solicitors for defendants.

STATE OF TEXAS, *county of Harris.*

This day Mrs. Jeannetta Stafford personally appeared before me, C. W. Buckley, judge of the seventh judicial district of the State of Texas, including the county above written, and made oath in due form that the matters and things stated in the foregoing answer of her own knowledge are true, and those of the knowledge or information of others she believes to be true.

JEANNETTA STAFFORD.

Subscribed and sworn to this 18th November, A. D. 1848.

C. W. BUCKLEY,
Judge 7th judicial district, State of Texas.

UNITED STATES OF AMERICA,
District of Texas, to wit:

United States district court, for the district of Texas, December term, A. D. 1848.

Present, the honorable John C. Watrous, judge; James H. Cocke, marshal; and Thomas Bates, clerk.

NEW ORLEANS CANAL & BANKING COMPANY
vs.
JOSIAH S. STAFFORD & JEANETTA, his wife.

And, on the sixth day of December, A. D. 1848, on motion of complainants, by their solicitors, the court made the following order, to wit:

THE NEW ORLEANS CANAL & BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Wife.

On motion of plaintiff's attorney, time until the next rule day is granted to file exceptions to defendant, Jeanetta Stafford's, answer.

WATROUS.

And afterwards, to wit, on the 1st day of January, A. D. 1849, the parties to this cause, by their solicitors, filed an agreement, in words and figures as follows, to wit:

In the district court of the United States, district of Texas.

NEW ORLEANS CANAL & BANKING COMPANY
vs.
JOSIAH S. STAFFORD & JEANETTA, his wife. } In chancery, No.

In the above cause it is agreed, by the counsel of the parties, complainant and defendant, that the time within which the plaintiffs may

avail themselves of any right which they now possess under the rules in chancery, be extended to Monday, January 15, 1849.

ALEXANDER,
Of the sols. for def'ts.
W. P. BALLINGER,
Solicitor for plaintiff.

December 30, 1848.

And afterwards, to wit, on the fifteenth day of January, A. D. 1849, on motion of complainants, made in open court, the court made the following order, to wit:

THE NEW ORLEANS CANAL & BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Wife.

Upon motion of complainants, by counsel, it is ordered, that they have leave to file an amendment to their original bill herein; which was accordingly done.

And thereupon the complainants, on the same day, filed their amendments to their original bill; which amendments are in the words and of the tenor following, to wit:

District court of the United States, district of Texas, in chancery.

Between THE NEW ORLEANS CANAL & BANKING COMPANY, complainants,
and
JOSIAH STAFFORD & JEANETTA, his wife, def'ts.

The amendment of the complainants in reply to the answer of Jeanetta Stafford.

These complainants, by leave of the court, after the filing of the answer of the said Jeanetta Stafford, one of the defendants to their bill of complaint, and not confessing or acknowledging all or any of the matters and things in said defendant's answer to be true, in manner and form as the same are therein and thereby alleged and set forth, amend their said bill, by inserting therein, on the seventeenth line of the third page of said bill, after the word "instalments," the words following: "as is recited in the said act of sale and mortgage;" and by inserting after the words "and mortgage," in the twenty-second line of the third page of said bill, the words following: "But your orators in fact say, that the said eight several promissory notes are, upon the face, and by the terms thereof, made due and payable on the fifth day of February, in the respective years aforesaid, and not on the first day of February in the said years, as the said act of sale and mortgage recites; and that the said recital in the said act of sale and mortgage was by mistake, as your orators hold no other notes of the said Stafford; and the said notes were at the time identified, as above, with the said act of sale and mortgage, and are the same intended to be therein referred to and described; and that the said instalments were in fact due and payable on the fifth day of February in the respective years above stated."

And your orators further amend their said bill by inserting, after the words "or any part thereof," on the thirteenth line of the ninth page of said bill, the following words: "And your orators, in explanation of the time of the maturity of the said promissory notes, and of the said instalments of the purchase money of the said negroes, again refer to what they have previously stated, as to the misrecital of the dates at which the said notes were made payable in the said act of sale and mortgage, and say, that the said notes were the only ones referred to in the said mortgage; that, by mistake and inadvertence, they were described as due and payable on the first day of February, when it should have been the fifth day of February, in the respective years mentioned, and the time of the maturity of the said instalments should have corresponded therewith."

And your orators further amend their said bill by inserting, after the words "to be true," on the twenty-sixth line of the tenth page of said bill, the words following: "And the said defendants also give out and pretend that, in the month of February, in the year 1845, the complainants procured judgment of seizure against said slaves in the district court of the sixth judicial district of the State of Louisiana. Whereas your orators charge the contrary to be true, and say that, if any proceedings were ever had in the State of Louisiana, in relation to said mortgage, they were merely executory proceedings, and without suit or service, and by the laws of Louisiana did not operate as a merger of said notes and mortgage, and did not bar any rights of the complainants to proceed in this honorable court to recover the amount due on said notes, and foreclose the equity of redemption of said mortgage. And your orators further show, that the said defendants also give out and pretend that the said Jeanetta Stafford has a lien upon the slaves, in the bill mentioned, for some matrimonial, dotal, paraphernal, or other rights. Whereas your orators charge the contrary to be true, and say that, if the said Jeanetta Stafford ever had any lien, right, or interest in the said slaves, which your orators wholly deny, the same had, long before the execution of the said act of sale and mortgage, in the bill mentioned, been lost and extinguished in her by judgments against her and her said husband, and sales of the said negroes in execution of, or conformity with, said judgments; and the same were also renounced and relinquished by her by neglect and want of proper diligence; and, in particular, that if the said Jeanetta Stafford ever had any such lien or judgment, which is denied, that the same was, on or about the 18th September, 1844, legally and duly, with the assistance and authorization of her husband, J. S. Stafford, transferred and assigned to the said William M. Stafford, with a subrogation to him of all her rights of mortgage and privilege thereby; and your orators say, that they purchased the said first named slaves in their said bill, on which the vendor's privilege was retained, in good faith and for a valuable consideration, at sheriff's sale, without any notice of any lien or claim of the said Jeanetta Stafford; and subsequently sold the same to the said William M. Stafford, reserving the

vendor's privilege as aforesaid. And as to the remainder of said negroes, they were mortgaged to your orators by the said William M. Stafford, without any notice on the part of your orators of the said lien, right, or interest of the said Jeanetta Stafford. And your orators charge, that, if any such lien ever existed upon any of the said slaves, it was lost by the laches and fraud of the said Jeanetta Stafford, in permitting the possession of said slaves to be and remain in other persons for a long period of time without asserting her said claim. And your orators further say, that the said defendants sometimes give out and pretend that the said William M. Stafford sold and transferred the said slaves, in the said act of sale and mortgage mentioned, to one James Alexander McWaters, trustee for the defendant, Jeanetta Stafford, and her heirs that may be living at her death; and that the said Alexander McWaters is a citizen of Louisiana; the direct contrary of all which is true. And your orators further charge, that the said William M. Stafford is a brother of the said Josiah S. Stafford, and that he, fraudulently combining and confederating with the said defendants, and contriving how to wrong and injure your orators in the premises, and with a view of embarrassing and complicating the title to said slaves, and thereby defeating the rights of your orators, made and executed the alleged conveyance, if it was ever made, to the said McWaters, without any good and valuable consideration on the part of the said McWaters, but for a false and illusory consideration, and for the purpose of hindering, delaying, and defeating the rights of your orators, and other creditors having liens and claims upon the said slaves. And your orators say and charge, that the said McWaters has never been in the possession of the said slaves, or in the control thereof, or in the receipt of any hire or proceeds arising therefrom; but that the sale of said slaves was in fact made by the said William M. Stafford to the said Josiah S. Stafford and the said Jeanetta Stafford, or one of them, directly; and that the possession and right to the said slaves, the use and control thereof, and the receipt of the profits and proceeds arising therefrom, have ever since remained and been in and by the said defendants, or one of them, until the appointment of a receiver by this honorable court, as mentioned and stated in your orators' original bill of complaint. And the rights of the said James A. McWaters your orators charge to have been always simulated and fictitious; or, if ever real, to have been given up and abandoned. And your orators insist upon strict proof of all facts necessary to constitute the said McWaters a valid trustee for the said Jeanetta Stafford, or to give him any right, legal or equitable, in the said slaves. And your orators waive all right of discovery by answer from the said defendants, or either of them, touching the said matters charged and alleged in their said amendment, and they make this amendment to their original bill of complaint; and now pray as they therein prayed.

JONES, BUTLER, and BALLINGER & GRAY,
Solicitors for complainants.

UNITED STATES OF AMERICA,
District of Texas.

I, A. M. Hughes, deputy clerk of the United States for the district of Texas, make oath and say, that I delivered to Hugh McQueen, one of the solicitors for the defendant, Jeanetta K. Stafford, a true copy of the above amendment, at the costs of complainants, on this 15th day of January, A. D. 1849.

A. M. HUGHES, *D. C.*

Subscribed and sworn to before me, this 15th day of January, A. D. 1849.

JOHN C. WATROUS.

And afterwards, to wit, on the 26th day of January, A. D. 1849, the complainants, by their counsel, filed the following motion, to wit:

In the district court of the United States, district of Texas. In chancery.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD & WIFE.

And between

THE NEW ORLEANS CANAL AND BANKING COMPANY, compl'ts,
and
JOSIAH S. STAFFORD & JEANETTA, his WIFE, defendants.

In the above causes, the complainants in the latter cause, by W. P. Ballinger, their solicitor, move this honorable court, that the appointment of a receiver heretofore made in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta, his wife, be extended to the cause of the New Orleans Canal and Banking Company, against said Stafford and Wife.

And that the said receiver hold the slaves now in his possession, which are specified in the bill of the said New Orleans Canal and Banking Company, against said Stafford and Wife, to abide the orders and decrees of this honorable court, as to the liens, rights, and priorities, as well as of the complainants herein, as of the said Union Bank of Louisiana.

W. P. BALLINGER,
Solicitor for complainants.

I acknowledge service of the above motion.

H. McQUEEN.

January 26th, 1849.

Upon which the following affidavit is endorsed:

UNITED STATES OF AMERICA,
District of Texas.

I, A. M. Hughes, deputy clerk of the United States district court

for the district of Texas, make oath and say, that I delivered to William G. Hale, one of the solicitors for the Union Bank of Louisiana, a true copy of the within motion, on the 26th day of January, A. D. 1849.

A. M. HUGHES,
Deputy clerk.

Subscribed and sworn to before me, this 26th January, A. D. 1849.
JOHN C. WATROUS.

And afterwards, to wit, on the 15th day of February, A. D. 1849, the motion of complainants, by counsel, to extend the appointment of receiver heretofore made in this cause, came on to be heard; whereupon the court made the following order, in words and figures as follows, to wit:

THE CANAL AND BANKING COMPANY of New Orleans
vs.
JOSIAH S. STAFFORD and WIFE. } 28.

THE UNION BANK of Louisiana
vs.
JOSIAH S. STAFFORD and WIFE.

Upon motion of the counsel of the complainants in the first of these causes, it is ordered by the court that the office and duties of the receiver, heretofore appointed, in the second of these cases, be extended to the first of such cases, so far as the negro slaves in controversy in the two cases are identical, upon condition that the said Canal and Banking Company pay into court, within a reasonable time, to be hereafter appointed, its proportionate share of the costs and expenses of the said receiver, now ascertained by the report of the master in the second of such cases; and that it be referred to James Love, a master in chancery of this court, to ascertain and immediately report the amount of such proportionate share; and upon the further condition, that the said Canal and Banking Company furnish sufficient security, to be approved by the court, that it will punctually pay its proportionate share of the further costs and expenses to be hereafter incurred by the said receiver, and allowed by this court; and it is further ordered that, unless the above conditions are complied with within such time as may be fixed by this court, the above order extending the office and duties of the said receiver shall become and remain void and of none effect; and it is further ordered that, upon the said Union Bank of Louisiana producing to the said master sufficient proof that they have paid or cause to be paid to the said receiver any part of the costs and expenses aforesaid of the said receiver upon his demand, then the said Union Bank of Louisiana, upon certificate of the said master to that effect, shall be entitled to receive, from the money so paid into court by the said Canal and Banking Company, an amount of the same, bearing the same proportion to the whole thus paid in, as the amount paid by the Union Bank of Louisi-

ana to the said receiver, bears to the whole amount due to him and allowed by the master.

And afterwards, to wit, on the 16th day of February, A. D. 1849, the master, to whom it was referred to ascertain the proportionate share of expenses to be paid into court by the Canal and Banking Company for account of the receiver in the above causes, submitted and filed his report in words and figures as follows, to wit:

CANAL BANKING COMPANY OF NEW ORLEANS
vs.
JOSIAH S. STAFFORD and Wife.

And

The UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and Wife.

In obedience to the order of the court made on yesterday, I proceeded on this day to adjust the amount to be paid in court by the Canal Banking Company, to entitle them to the benefits arising to them in the extension of the duties of receiver in their cause, as well as that of the Union Bank of Louisiana. And after a careful examination of all the papers on file pertinent to the issue, report, that their proportionate share amounts to the sum of three hundred and forty dollars and sixty cents. All which is respectfully submitted.

JAMES LOVE,
Master in chancery.

February 16th, 1849.

And afterwards, to wit, on the nineteenth day of February, in the year of our Lord one thousand eight hundred and forty-nine, by consent of the parties, the court made the following order, to wit:

The CANAL AND BANKING COMPANY
of New Orleans
vs.
JOSIAH S. STAFFORD and Wife.

The UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and Wife.

In these causes it is ordered by consent of parties, that the report of the master as to the proportionate amount of the costs and expenses of the receiver, to be paid by the said Canal and Banking Company, filed on the 16th day of February, 1849, stand confirmed, unless a new report be ordered and confirmed by the court, or the judge thereof in vacation, before the first Monday of April next. And that said Canal and Banking Company pay the amount therein specified, to wit, the amount of three hundred and forty dollars and sixty cents, or such other amount as may be fixed by a new report as aforesaid, into court, and comply with the other conditions of the order in these

causes, of the 15th February, instant, on or before the first Monday of April next.

And afterwards, to wit, on the 27th day of February, A. D. 1849, the complainant, by counsel, filed an agreement granting further time to defendants for filing their answers in words and figures as follows, to wit:

The New Orleans Canal and Banking Company
vs.
Josiah S. Stafford and Wife.

District court of the United States,
February 24th, 1849.

In the above entitled cause it is agreed, that the defendants shall have the time for filing their answer to the amended bill of complainants, enlarged from the first Monday in March until the first Monday in April next.

W. P. BALLINGER,
Solicitor for complainants.

And afterwards, to wit, on the 27th day of February, upon the reading of the agreement of counsel filed this day, the court made the following order, to wit:

The New Orleans Canal and Banking Company
vs.
Josiah S. Stafford and Wife.

On motion of defendants, by their counsel, the complainant's counsel being present and assenting thereto, and the agreement of the counsel being filed, it is ordered, that the time of filing the answer of the defendants to the amended bill of complainants be enlarged, and that they be allowed until the first Monday in April next to file the same.

And afterwards, to wit, on the first day of March, A. D. 1849, the court made the following order, to wit:

It is ordered that all suits, motions, and orders not otherwise disposed of, be continued until the next term of this court.

And afterwards, to wit, on the 27th day of March, A. D. 1849, the complainants filed their bond in words and figures as follows, to wit:

The New Orleans Canal and Banking Company
against
Josiah S. Stafford and Jeanetta, his wife.

In the district court of the United States, district of Texas.

In chancery.

In the above suit we acknowledge and bind ourselves, as securities for the New Orleans Canal and Banking Company, for all costs and expenses which may be decreed against them in said suit.

DOSWELL, HILL & CO.

And afterwards, to wit, on the twenty-seventh day of March, A. D. 1849, the complainants having obtained leave of the court for that purpose, filed their amendment to their bill and amended bill, which amendment is in the words and of the tenor following, to wit:

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

In chancery.

Between

THE NEW ORLEANS CANAL AND BANKING COMPANY, complainants,
and
JOSIAH S. STAFFORD and Jeanetta, his wife, defendants.

The amendment of the complainants, to their original and amended bill of complaint, leave of the court being first had and obtained to make this amendment herein.

These complainants amend their said original and amended bill, by inserting on the sixth page of the said amended bill, after the word "slaves," on the fourth line of said page, the words following:

"And your orators further show, that the said defendants sometimes give out and pretend that your orators have no valid lien upon said slaves; or that, if they have a valid lien on said slaves, or any of them, it is but a lien second or subject to a mortgage or lien of the Union Bank of Louisiana, on which suit for a foreclosure has been brought in this court, and is now pending, and a receiver has been appointed, as stated in the original bill of your orators herein; and that your orators ought not to be allowed to subject said slaves, or any of them, to the payment of their said lien, until the said claim of the Union Bank of Louisiana has been fully paid, satisfied, and discharged. Now your orators beg leave to state at length the history of their said claim and lien, to show that the said Jeanetta Stafford is estopped from setting up any dotal, paraphernal, or other claim, and to show how far your orators have priority and preference over every other lien or claim of the said Union Bank, or of any person whatsoever. And your orators say, that on the 11th day of May, 1836, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, made in favor of your orators their joint and several bond for ten thousand dollars, and bound themselves to pay the same on the 11th day of May, 1837, and to secure the payment thereof they mortgaged and hypothecated, by regular notarial act, passed on the said 11th day of May, 1836, before J. H. Johnston, parish judge of the parish of Rapides, in the State of Louisiana, and ex officio notary public, among other property, fifty-three slaves, among which were the thirty-three slaves, subsequently sold by your orators to the said William M. Stafford, with a reservation of the vendor's privilege as is fully set forth, and the names and ages of said slaves given in your orator's original bill.

And your orators say, that by the said mortgage of the 11th day of

May, 1836, the said defendant, Jeanetta Kirkland, wife of the said Josiah Stafford, renounced all her rights in and to all of the said property including said slaves, contained in said mortgage, as she was authorized by law, and by the charter of your complainants, to do; all of which will more fully and at length appear by a duly authenticated copy of said act of mortgage, which will in due time be produced in this cause.

And your orators say, that the said act of mortgage was by the laws of Louisiana, notice to all subsequent encumbrances and purchasers.

And your orators further show, that afterwards such proceedings were had before the sixth district court, in and for the parish of Rapides, and State of Louisiana, at the suit of your orators, against the said Josiah S. Stafford and Jeanetta Kirkland, his wife, that according to the practice of said court an order of seizure and sale (No. 156) of the said property so mortgaged as last aforesaid, issued from said court, and the sheriff of the said parish of Rapides, in due course of law, sold in execution thereof, among other property, forty-five slaves, being part of those included in said mortgage of the 11th day of May, 1836; and embracing in the said number the said thirty-three slaves subsequently sold by your orators to the said William M. Stafford, with a reservation of the vendor's privilege as aforesaid. And that at said sheriff's sale, one Isaac Thomas became the purchaser of said slaves, as will appear by an authenticated copy of the deed of the said sheriff to the said Thomas, bearing date the 8th day of August, 1840, and ready by your orators to be produced and proved, and to which they pray leave to refer.

And your orators further show, that the said Isaac Thomas and his wife, on the 15th day of September, 1840, mortgaged to your orators the said forty-five slaves, so purchased by him, the said Thomas, at sheriff's sale, together with other property, to secure the payment of the sum of ten thousand dollars, payable on the twenty-first day of October, one thousand eight hundred and forty-one, as by reference to a duly authenticated copy of said mortgage, ready to be produced and proven as this honorable court may direct, will more fully appear.

And your orators further show, that on the 16th day of November, one thousand eight hundred and forty-two, one Adelia E. Flint and husband, recovered a judgment, or decree before the probate court of the parish of Rapides, in the State of Louisiana, against the said Isaac Thomas for various large sums of money and interest, exceeding eighty thousand dollars, particularly specified therein; which said judgment or decree recognised, and gave the benefit of a legal and tacit mortgage, on all the real estate and slaves owned by the said defendant, Isaac Thomas, on the sixth day of June, one thousand eight hundred and thirty-three, or at any time thereafter, as by reference to an authenticated copy of said judgment or decree, ready to be produced in court, will more fully appear.

And your orators further show, that the said tacit mortgage or lien of the said Adelia E. Flint and husband, attached to the before mentioned slaves at the instant they were acquired by the said Thomas, and

was therefore a lien superior to the mortgage of said Thomas to your orators of the 15th of September, 1840; and that in execution of said judgment or decree a "fieri facias" issued thereon from the said probate court of the parish of Rapides, directed to the sheriff of said parish, and in obedience thereto, and in due course of law, the said sheriff sold at sheriff's sale the thirty-three slaves, being a part of those so acquired, and in possession of said Thomas, and the same slaves subsequently sold by your orators to William M. Stafford, as has been before stated. And that at said sheriff's sale to wit, on the eighth day of July, one thousand eight hundred and forty-four, your orators became the purchasers of the said thirty-three slaves.

And your orators pray leave to refer to the deed of William Robert Leckie, sheriff of said parish of Rapides, to your orators, dated the twelfth day of July, one thousand eight hundred and forty-four, an authenticated copy of which is ready to be produced and proved as this honorable court may direct.

And your orators further show, that the said thirty-three slaves, so purchased by your orators, were on the twelfth day of July, one thousand eight hundred and forty-four, sold and conveyed by your orators to the said William M. Stafford, as they have fully set forth and stated in their original bill.

And your orators repeat that the said thirty-three slaves were part of the slaves so originally mortgaged by Josiah S. Stafford and Jeanetta, his wife, to your orators on the 11th day of May, 1836, and that your orators have, in the manner herein set forth and referred to, preserved their rights and lien on the same down to the present time; and that whatever liens, claims, or mortgages there may be against the said thirty-three slaves, or any of them, in behalf of the Union Bank of Louisiana, the same are inferior and subject to the prior lien and claim of your orators; and that the said mortgage or lien of the Union Bank of Louisiana, if any, was taken with full notice of the superior encumbrance or lien, as has been hereinbefore stated, and that the same recognised both upon the part of the said Union Bank of Louisiana, and of the said Jeannetta Stafford, the priority of the lien under which your orator's rights are obtained; as by reference to the mortgage of the said Union Bank of Louisiana from said Josiah S. Stafford and Jeanetta, his wife, will fully appear; and your orators waive all right of discovery by answer from the defendants, or either of them, touching said matters charged and alleged in this amendment, and they make this amendment to their original and amended bill of complaint, and now pray as they therein prayed.

JONES, BUTLER & BALLINGER & GRAY,
Solicitors for complainants.

And afterwards, to wit, on the 27th day of March, A. D. 1849, the parties to this cause, by their solicitors, filed the following agreement, to wit:

In the district court of the United States, district of Texas.

THE NEW ORLEANS CANAL & BANKING COMPANY
vs.
JOSIAH S. STAFFORD & JEANETTA, his wife. } In chancery.

It is this day agreed by the parties that the defendants may, at any time before the fourth Monday in May, answer the two amendments, or either of them as they may choose, of the complainants to their original bill. That the complainants may put the cause at issue the first Monday in June; and that either party may now commence taking testimony upon giving notice to the opposite party.

W. P. BALLINGER,
Solicitor for complt.
McQUEEN & WILLIE.

United States district court, district of Texas, May term, 1849.

Present, the hon. John C. Watrous, judge; Joseph Bates, marshal; and James Love, clerk.

And afterwards, to wit, on the 26th day of June, A. D. 1849, Jeanetta Stafford, one of the defendants in this cause, filed her separate answer to the original and amended bills of complaint of complainants, in the words and of the tenor following, to wit:

The separate answer of Jeannetta Stafford, the wife of Josiah S. Stafford, by John R. Mabray, her next friend, to the bill as amended, filed against her and her husband in the district court of the United States, for the district of Texas, by the New Orleans Canal and Banking Company. This respondent, saving, &c., for answer, &c., says, that on the 11th day of May, 1836, at the time the complainant, in his amendment of his original and *and* amended bill avers, that the mortgage in said amendment mentioned was executed, and thereafter, for five years and more, this respondent was a minor, under twenty-one years of age, and she is advised, that being such minor when said mortgage was executed, it was not competent for her to execute the same; and that said mortgage is not and was not, when so executed, as charged and alleged by complainant, binding on her, or the estate in said mortgage mentioned and described; and this respondent further avers, that, at the time of the execution of the said mortgage, and now, she is and was a "femme covert," the wife of said Josiah H. Stafford; and she is advised that, by the law of Louisiana, she was not, and is not, bound to assent to, or dissent to, the execution of said mortgage, while her coverture exists or existed, or until a separation of estate may have taken place, according to the law of said State of Louisiana; and such separation having now taken place, this respondent pleads said minority, in bar of the decree, or any decree asked by the complainants' said bill, and prays the benefit of this plea, as she would be entitled by separate special plea.

And for further answer to the complainants' said bill as amended, this respondent says, that the negro slaves in the complainant's bill mentioned and described, and which are sought to be charged as therein

prayed for, were removed from the State of Louisiana to the State of Texas, in the month of February or March, in the year of our Lord one thousand eight hundred and forty-five, and from thenceforth were, in the use, occupation, and possession of persons holding the same adversely to the right and title and claim of the complainants in the said State of Texas; and were so used, occupied, and possessed, for the term of two years and more, next before the filing of complainant's bill herein, and before the issuance of and service of the subpœna herein; and this respondent avers that said negro slaves, when so removed to the said State of Texas in the said month of February aforesaid, were then and there, by her said husband and by herself, converted to their own use, and held adversely to the right, title, and claim of the complainant, and were so converted to their own use more than two years next before the commencement of this suit.

And this respondent is advised to, and does accordingly, plead so much of the first section of an act, entitled "an Act of Limitations," passed by the Congress of the Republic of Texas, approved February 5, 1841, "as limits all actions for detaining personal property, and for converting such personal property to one's own use," to two years next after the cause of action accrued, in bar of said complainant's suit, on his bill as amended as aforesaid, and of every right, title, or claim set up in the same, and asks that she may have the benefit of this plea, as she would be entitled, had she pleaded the same formerly by separate plea in bar.

This respondent denies all fraud, combination, and confederacy, without that, &c., and prays to be hence dismissed with her reasonable costs in this behalf most wrongfully sustained.

ROB. HUGHES,
McQUEEN, & CO.,
For respondent.

The State of Texas.

This day, Mrs. Jeanette Stafford personally appeared before C. W. Buckley, judge of the seventh judicial district in the State aforesaid, and judge of the district court held in each of the counties in said district, and made oath in due form, that the matters of fact set forth in the foregoing answer of her own knowledge are true, and those of information she believes to be true.

JEANNETTA STAFFORD.

Subscribed and sworn to before me, the 23d day of June, 1849.

C. W. BUCKLEY,
Judge 7th judicial district.

And afterwards, to wit, on the 2d day of July, A. D. 1849, the complainants, by their solicitors, filed their replication to the answer of Jeanetta Kirkland, one of the defendants in this suit, in words and figures as follows, to wit:

In the district court of the United States, district of Texas, in chancery.

The replication of the New Orleans Canal and Banking Company, complainants, to the answer of Jeanetta Kirkland, one [of] the defendants to the bill of complaint of the said complainants, answering by her next friend, John K. Mabray.

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray is in and by their said bill they have already prayed.

JONES, BUTLER & BALLINGER,
Solicitors for complainants.

July 2, 1849.

And afterwards, to wit, on the 8th day of September, A. D. 1849, on motion of counsel for complainants, the court made the following order, to wit:

CANAL BANK
vs.
JOSIAH S. STAFFORD & WIFE.

On motion of counsel for complainants, it is ordered that the time for taking testimony in this cause be enlarged until the first Monday in December next.

And afterwards, to wit, on the 8th day of September, A. D. 1849, the court made the following order, to wit:

Ordered, that all causes and motions not otherwise disposed of stand continued until the next term of this court.

And afterwards, to wit, on the 22d day of September, A. D. 1849, the parties to this suit filed an agreement, in the words and figures following, to wit:

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Wife.

In the district court of the United States, in equity.

It is agreed by the counsel of the parties that the deposition of James Alexander McWaters, taken in the case of the Union Bank of Louisiana against said Stafford and Wife, in said court, may be used as evi-

dence in the trial of the first mentioned cause, in the same manner as if taken in said cause.

ROB. HUGHES,
For Stafford and Wife.
W. P. BALLINGER,
For complainants.

UNITED STATES OF AMERICA,
District of Texas.

United States district court, for the district of Texas, December term, A. D. 1849.

Present, the honorable John C. Watrous, judge of said court; Joseph Bates, esq., marshal; Rob't Hughes, esq., district attorney; James Love, clerk.

And afterwards, to wit, on the second day of December, A. D. 1849, the following agreement of counsel was filed, to wit:

CANAL BANK OF ———
vs.
STAFFORD and Wife.

Time to take testimony extended to the February rule, 1850.
Dec. 1st, 1849.

JONES, BUTLER, & BALLINGER,
ROB. HUGHES, *for Defendants.*

And afterwards, to wit, on the seventh day of December, A. D. 1849, on the reading of the agreement of counsel, the court made the following order, to wit:

CANAL BANK
vs.
STAFFORD and Wife.

By agreement of parties it is ordered, that the time for taking testimony in this cause be enlarged until the first Monday in March next.

And afterwards, to wit, on the 11th day of January, A. D. 1850, the parties to this suit filed, by their solicitors, an agreement, in words and figures as follows, to wit:

UNITED STATES DISTRICT COURT,
State of Texas.

In equity.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

In this case by agreement of parties, Gwinn Harris, a justice of the

peace, *an* Thomas Scott, a notary public of the parish of Rapides, the State of Louisiana, are appointed commissioners, on the part of the complainant, to take testimony upon the interrogatories to be exhibited, and one or both of said commissioners may act; and a commission to issue herein accordingly.

ROB. HUGHES, *for defendants*,
JONES, BUTLER & BALLINGER,
For complainants.

And afterwards, on the 29th day January, A. D. 1850, the court made the following order, to wit:

CANAL BANK
vs.
STAFFORD and Wife.

In this cause the time for taking testimony is enlarged until the first day of March next.

And afterwards, at the February rules, to wit, on the fourth day of February, A. D. 1850, the complainants, by their counsel, made the following entry upon the rule docket, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

No demurrer, plea, or answer having been filed by the defendant, Josiah S. Stafford, in the above cause, according to the rules of this court, it is ordered that the bill of complaint be taken as confessed against the said defendant, Josiah S. Stafford.

W. P. BALLINGER,
Solicitor for complainants.

Feb'y 4th, 1850.

And on the second day of March, A. D. 1850, the court made the following order, to wit:

N. O. CANAL and Banking Co.
vs.
JOSIAH S. STAFFORD and Wife.

By agreement of parties, it is ordered, that the time for taking testimony in this cause be enlarged until the first Monday in April next.

And afterwards, to wit, on the first day of April, the following agreement of the parties to this cause was entered, by their solicitors, on the rule docket, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Wife.

It is agreed by the counsel that any depositions properly taken before

the hearing of this cause commenced, may be used in evidence. Depositions now taken and opened to be published.

W. P. BALLINGER,
Solicitor for complainants.
ROB. HUGHES.

And afterwards, on the same day, to wit, on the first day of April, A. D. 1850, the following entry was made upon the rule docket by the solicitors of the parties to this cause, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
STAFFORD and Wife.

Set for hearing on the pleadings, exhibits, and proof; proof having been published by consent.

ROB. HUGHES,
For defendants.
W. P. BALLINGER,
For complainants.

And afterwards, to wit, on the 23d day of April, A. D. 1850, the court made the following order, to wit:

Ordered, that all causes remaining on the docket, not otherwise disposed of, be continued until the next term of this cause, and also all motions not disposed of be continued until the same time.

UNITED STATES OF AMERICA,
District of Texas.

United States district court, for the district of Texas, May term, 1850.

Present, the honorable John C. Watrous, judge; Joseph Bates, esq., marshal; and James Love, clerk.

And afterwards, to wit, on the 7th day of May, A. D. 1850, the complainants, by solicitors, filed the following notice, to wit:

United States district court, district of Texas. (In equity.)

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife.

The complainants hereby give notice of the intention to use and read in evidence, on the hearing of this cause, the following proof, testimony, exhibits, and evidence, now on file in this court in the case of the Union Bank of Louisiana vs. these said defendants, with the same effect as the same had been taken as evidence in this cause, to wit:

1st. Deposition of James Alexander McWaters.
2d. Deposition of Hadly P. Robert.
3d. Deposition of James Lloyd.
4th. Deposition of James Manadue.

peace, *an* Thomas Scott, a notary public of the parish of Rapides, the State of Louisiana, are appointed commissioners, on the part of the complainant, to take testimony upon the interrogatories to be exhibited, and one or both of said commissioners may act; and a commission to issue herein accordingly.

ROB. HUGHES, *for defendants,*
JONES, BUTLER & BALLINGER,
For complainants.

And afterwards, on the 29th day January, A. D. 1850, the court made the following order, to wit:

CANAL BANK
vs.
STAFFORD and Wife.

In this cause the time for taking testimony is enlarged until the first day of March next.

And afterwards, at the February rules, to wit, on the fourth day of February, A. D. 1850, the complainants, by their counsel, made the following entry upon the rule docket, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

No demurrer, plea, or answer having been filed by the defendant, Josiah S. Stafford, in the above cause, according to the rules of this court, it is ordered that the bill of complaint be taken as confessed against the said defendant, Josiah S. Stafford.

W. P. BALLINGER,
Solicitor for complainants.

Feb'y 4th, 1850.

And on the second day of March, A. D. 1850, the court made the following order, to wit:

N. O. CANAL and Banking Co.
vs.
JOSIAH S. STAFFORD and Wife.

By agreement of parties, it is ordered, that the time for taking testimony in this cause be enlarged until the first Monday in April next.

And afterwards, to wit, on the first day of April, the following agreement of the parties to this cause was entered, by their solicitors, on the rule docket, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Wife.

It is agreed by the counsel that any depositions properly taken before

the hearing of this cause commenced, may be used in evidence. Depositions now taken and opened to be published.

W. P. BALLINGER,
Solicitor for complainants.
ROB. HUGHES.

And afterwards, on the same day, to wit, on the first day of April, A. D. 1850, the following entry was made upon the rule docket by the solicitors of the parties to this cause, to wit:

THE NEW ORLEANS CANAL and Banking Company
vs.
STAFFORD and Wife.

Set for hearing on the pleadings, exhibits, and proof; proof having been published by consent.

ROB. HUGHES,
For defendants.
W. P. BALLINGER,
For complainants.

And afterwards, to wit, on the 23d day of April, A. D. 1850, the court made the following order, to wit:

Ordered, that all causes remaining on the docket, not otherwise disposed of, be continued until the next term of this cause, and also all motions not disposed of be continued until the same time.

UNITED STATES OF AMERICA,
District of Texas.

United States district court, for the district of Texas, May term, 1850.

Present, the honorable John C. Watrous, judge; Joseph Bates, esq., marshal; and James Love, clerk.

And afterwards, to wit, on the 7th day of May, A. D. 1850, the complainants, by solicitors, filed the following notice, to wit:

United States district court, district of Texas. (In equity.)

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife.

The complainants hereby give notice of the intention to use and read in evidence, on the hearing of this cause, the following proof, testimony, exhibits, and evidence, now on file in this court in the case of the Union Bank of Louisiana vs. these said defendants, with the same effect as the same had been taken as evidence in this cause, to wit:

1st. Deposition of James Alexander McWaters.
2d. Deposition of Hadly P. Robert.
3d. Deposition of James Lloyd.
4th. Deposition of James Manadue.

5th. Deposition of Leander McNeill.
6th. Deposition of Alexander Compton.
7th. Deposition of Nathaniel F. Williams.
8th. Deposition of John D. Winburn.
9th. Deposition of Gilbert F. Leonard.
10th. Deposition of Eli Mercer.
Dated May 6th, 1850.

BALLINGER, GRAY, & SHERWOOD,
Solicitors and of counsel for complainants.

Amended, May 9th, 1850.

Instead of James Manadue read Warren H. Manadue. And the complainant hereby moves the court for leave to use the said above named evidence, subject to all just exceptions.

BALLINGER & SHERWOOD,
Solicitors.

Upon which notice the following endorsement of service is made, to wit:

Received May 7th, 1850, and executed same day by serving Wm. Alexander, esq., attorney for defendants, with a copy of this notice.

J. BATES, *U. S. marshal,*
By J. B. BATES, *D. marshal.*

And afterwards, to wit, on the 25th day of May, A. D. 1850, the following agreement of the parties to this cause was entered upon the minutes of the court by order of the court, to wit:

THE CANAL and Banking Company
vs.
STAFFORD and Wife.

It is agreed by the parties to this cause, that the order of the 28th December, 1849, the bonds then executed, and all the subsequent orders made in the cause of the Union Bank of Louisiana vs. Josiah S. Stafford and Jeanetta Kirkland, his wife, was extended and did apply in all their legal effect to this case; the same having been assented to by the parties in open court, and by mistake was not entered then upon the minutes of the court.

The same are as follows, to wit:

And afterwards, to wit, on the twenty-eighth day of December, A. D. 1849, the following entry was made upon the minutes, by order of the court, to wit:

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife.

Whereas the several parties, complainants and defendants, in the

above entitled cause, have, on this day, (the 28th of December, A. D. 1849,) in open court, made and filed their agreement in writing, and under seal, bearing date the same day, in words and figures following, that is to say: "The parties in the above entitled cause do agree that Peter McGreal, the receiver therein, shall, on the first day of January, A. D. 1850, deliver to James Love all and singular the slaves seized or taken into his possession in the said cause, upon his furnishing and delivering to him, the said McGreal, a bond executed by him, the said Love, with good and sufficient security, payable to him, the said McGreal, or his successor or successors in office, in the sum of eight thousand dollars; and conditioned that he, the said Love, shall pay, or cause to be paid, to the said receiver, his successor or successors in said office, on the first day of January, A. D. 1851, the sum of four thousand dollars for the hire of said slaves for the year then terminating. Also another bond, payable alike the one above described, in the sum of fifty thousand dollars, and conditioned that the said Love shall safely keep the said slaves so hired during the said year, and furnish them at all times therein such necessary and proper food, sustenance, lodging, medicines, medical care and attendance, and clothing, as their circumstances may severally require; and shall treat them humanely, and in the manner usual among planters of good standing, with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves to the said receiver, his successor or successors aforesaid, on the first day of January, A. D. 1851, by ten o'clock in the forenoon of that day, at the town of Brazoria, in the county of Brazoria, excepting such only as shall die during the said year, or be too sick or infirm on that day for delivery; in which latter event, such sick or infirm slave or slaves shall be so delivered as soon thereafter as circumstances will admit; and that it shall be further provided and stipulated, in the condition of said last named bond, that the said James Love shall have the option and privilege of retaining the said slaves in his possession, from year to year, until the final end and termination of the said cause, whether such end and termination shall be in the district court, or in the Supreme Court, or in any other court whatsoever of the United States; and *and* he, the said Love, shall be excused and exempted from delivering the said slaves to the said receiver, his successor or successors, until that time, if he, the said Love, shall, on or before the 25th day of December of each year, during the pendency of said cause, file in the clerk's office of the district court aforesaid two several bonds, each executed with good and sufficient sureties, payable as aforesaid, the one in the sum of eight thousand, and the other in the sum of fifty thousand dollars as aforesaid, and conditioned as aforesaid, with such changes of form merely as may be necessary in order to adopt the same to the time and circumstances under which the same may be given. That every bond contemplated by this agreement shall be filed in the clerk's office of the said district court, without any unnecessary delay after the execution of the same; and that every such bond, conditioned for the safe keeping and delivery

of the slaves in manner aforesaid, shall contain a further stipulation expressed in the condition thereof, that the said slaves shall all and singular be forthcoming, and be delivered up in pursuance of, and to abide or satisfy any order, judgment, or decree of the court in the said cause touching the same; and that, if such bond shall become forfeited, or the condition thereof shall be violated, by reason of the non-delivery of the said slaves to the receiver, or for want of the forthcoming and delivery of the said slaves in pursuance of, and to abide or satisfy any order, judgment, or decree of the court in the said cause touching the same, then, in either such case or events, judgment *and* shall forthwith be rendered by the court in the said cause upon motion of the complainants, their solicitors or counsel, against the principal and sureties of such bond, jointly and severally, for the amount of the complainant's claim or demand in the said cause, justly due, with interest and costs of suit; in and to which proceeding and judgment, the said principal and surety shall waive and release all errors and objections whatever; which judgment may be enforced like other judgments, and shall not operate, while in force, to disencumber or release the said slaves from the complainant's claim or mortgage.

It is further agreed, that the parties hereto may agree upon the sufficiency of any bond hereby contemplated; and that if the hearing on the first day of January next, 1850, shall not take place in accordance with the foregoing stipulations of this agreement, the same may extend to the final termination of the cause, and the receiver shall be governed by the former order of the court touching the said hiring, so far as the same may apply, and that this agreement shall be made the order of the court in said cause.

Witness our hands and scrawls for seals, this 28th day of December, A. D. 1849, in open court.

EBENEZER ALLEN, [L. S.]
Solicitor and counsel for complainants.
JEANNETTA STAFFORD,
By ROBERT HUGHES, [L. S.]
Her attorney,
ROB. HUGHES, [L. S.]
Solicitor and counsel for defendants.

The court doth therefore order and decree that the said agreement, and all the stipulations, provisions, and conditions embraced therein, be observed, performed, and carried out by the parties to the said cause, and by the said Peter McGreal, receiver therein, and his successor or successors in said office of receiver, and by all other persons who may now or hereafter make themselves parties to any of the bonds, acts, or stipulations made, allowed, or provided for in or by the said agreement.

And thereupon James Love, in pursuance of the foregoing agreement and the order of court thereon, filed his bonds, which bonds are in the words and figures following, to wit:

Know all men by these presents, that we, James Love, as principal, and H. B. Martin, M. B. Menard, as sureties, are held and firmly bound to Peter MacGreal, receiver in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, pending in the district court of the United States, for the district of Texas, in the sum of fifty thousand dollars, to be paid to the said MacGreal, his successor or successors in the said office, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, dated this fourth day of January, A. D. 1850.

The condition of this obligation is such, that whereas the said James Love has this day, pursuant to the order of the court and the agreement of the parties in the above named cause, hired and received of the said Peter MacGreal, receiver as aforesaid, all and singular the slaves seized or taken into his possession in the said cause, the names and ages of which said slaves are set forth in a schedule herewith, to be filed in the clerk's office of the district court aforesaid as a part hereof, for the term of one year, to terminate on the first day of January, 1851. Now, the above named principal and sureties to this bond do stipulate and agree, that said James Love shall safely keep the said slaves so hired during the said year, and furnish them at all times therein such necessary and proper food, sustenance, lodging, medicines, medical care and attendance, and clothing, as their circumstances may severally require, and shall treat them humanely, and in the manner usual among planters in good standing with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves to the said receiver, his successor or successors aforesaid, on the first day of January, A. D. 1851, by ten o'clock in the forenoon of that day, at the town of Brazoria, in the county of Brazoria, excepting such only as shall die during the said year, or be too sick or infirm on that day for delivery; in which latter event, such sick or infirm slave or slaves shall be so delivered as soon thereafter as circumstances will admit; unless, indeed, the said Love shall, in the exercise of his option and privilege, as given to him by the agreement of the parties to the said cause and the order of the said court, of retaining the said slaves in his possession from year to year, until the final end and termination of said cause, avail himself of his said privilege by electing so to retain the said slaves, and shall, in pursuance of the said agreement and order, on or before the twenty-fifth day of December, A. D. 1850, file in the clerk's office of the district court aforesaid two bonds, executed in accordance with the agreement of the parties before referred to in the said cause, and the order of the court thereon; which agreement bears date the twenty-eighth day of December, A. D. 1849, and was filed on the same day among the papers of the said cause, with the order of the court thereon, and duly recorded; to which reference may at any time be made for a more full and accurate description of the said two several bonds so to be filed; upon the

filing of which it is provided, in and by the said agreement and order, that the said Love shall be excused and exempted from delivering the said slaves to the receiver at Brazoria, on the said first day of January, A. D. 1851.

And the aforesaid principal and sureties to this obligation do further stipulate and agree, that all and singular the said slaves shall be forthcoming, and be delivered up in pursuance of, and to abide and satisfy any order, judgment, or decree of the court in the said cause, hereafter to be made touching the said slaves.

Now, if the above and foregoing stipulations, agreement, and provisions, be well and truly kept, performed, and observed, by the said James Love, then the above obligation shall be void, otherwise the same shall remain in full force and virtue.

And the aforesaid principal and sureties do hereby further agree and bind themselves, jointly and severally, that if the said slaves shall not be delivered to the said receiver, or if they shall not be forthcoming and delivered up in pursuance of, and to abide and satisfy, any order, judgment, or decree, as hereinbefore stipulated and provided, then, in either such case or event, judgment may and shall forthwith be rendered by the court in the said cause, upon motion of the complainants, their solicitors, or counsel, against the aforesaid principal and sureties, jointly and severally, for the amount of the complainants' claim or demand in the said cause justly due, with interest and costs of suit; to which judgment and proceeding they, the said principal and sureties, do hereby forever waive and release all *all* errors and objections whatsoever, hereby declaring that judgment shall be treated and received as good, and valid, and final, law and equity.

JAMES LOVE, [L. S.]
M. B. MENARD, [L. S.]
H. B. MARTIN. [L. S.]

Signed, sealed, and delivered, in presence of—
J. BATES.

Know all men by these presents, that we, James Love, as principal, and H. B. Martin, as surety, are held and firmly bound to Peter McGreal, receiver, in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, pending in the district court of the United States, for the district of Texas, in the sum of four thousand dollars, to be paid to the said McGreal, his successor or successors in said office; and, for the payment, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, [and] dated this first day of January, A. D. 1850.

The condition of the above obligation is such, that whereas the above bounden James Love has this day, pursuant to the order of the court, and the agreement of the parties in the above named cause, which

agreement bears date, and is filed in court, on the twenty-eighth day of December, A. D. 1849, and the order of the court aforesaid entered thereon on the same day, to which reference may be had, hired and received of the said Peter MacGreal, receiver as aforesaid, all and singular the slaves seized or taken into his possession in the said cause; the names and ages of which said slaves are set forth in a schedule herewith, to be filed in the clerk's office of the said district court as a part hereof, for the term of one year, to end on the first day of January, A. D. 1851, at and for the price and sum of four thousand dollars, then to be paid.

Now, if the said Love shall well and truly pay, or cause to be paid, unto the said Peter MacGreal, receiver as aforesaid, the said sum of four thousand dollars on the said first day of January, 1851, or to his successor or successors in said office of receiver, then the above obligation shall be null and void, otherwise the same shall remain in full force and virtue.

But it is distinctly understood, stipulated, agreed, and provided, in accordance with the order of the court aforesaid, and the consent of the said parties, that, in the event of this bond becoming forfeited, judgment *judgment* shall not be rendered thereon against the said principal and sureties therein, for a larger sum than two thousand dollars, with interest after forfeiture.

JAMES LOVE, [L. S.]
H. B. MARTIN. [L. S.]

Signed, sealed, and delivered, in presence of—

Know all men by these presents, that we, James Love, as principal, and R. J. Towns, as surety, are held and bound to Peter MacGreal, receiver, in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, pending in the district court of the United States, for the district of Texas, in the *the* sum of four thousand dollars, to be paid to the said MacGreal, receiver as aforesaid, or his successor or successors in the said office; and, for the payment whereof, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, [and] dated this first day of January, A. D. 1850.

The condition of the above obligation is such, that whereas the above bounden James Love has this day, pursuant to the order of the court, and agreement of the parties, in the above named cause, which agreement bears date, and is filed in said court, on the 28th day of December, A. D. 1849, and the order of the court aforesaid entered thereon on the same day, to which reference may be had, hired and received of the said Peter MacGreal, receiver as aforesaid, all and singular the slaves seized or taken into his possession in the said cause, the names and ages of which said slaves are set forth in a schedule herewith, to be filed in the clerk's office of the said district court as a part hereof,

for the term of one year, to end on the first day of January, A. D. 1851, at and for the price and sum of four thousand dollars, then to be paid.

Now, if the said Love shall well and truly pay, or cause to be paid, unto the said Peter MacGreal, receiver as aforesaid, the said sum of four thousand dollars, on the first day of January, A. D. 1851, or to his successor or successors in the said office of receiver, then the above obligation shall be null and void, otherwise the same shall remain in full force and virtue.

But it is distinctly stipulated, agreed, and provided in accordance with the order of the court aforesaid, and the consent of the said parties, that in the event of this bond becoming forfeit, judgment shall not be rendered thereon against the said principal and sureties therein, for a larger sum than two thousand dollars, with interest thereon after forfeiture.

JAMES LOVE, [SEAL.]
R. J. TOWNS. [SEAL.]

Signed, sealed, and delivered, in presence of—
H. B. MARTIN.

And afterwards, on the same day, upon the filing of the said bonds, the court made the following order, to wit:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Whereas James Love has presented to the court the following described several bonds, to wit:

One in the penal sum of fifty thousand dollars, payable to Peter McGreal, receiver, his successor or successors in said office, executed by the said James Love, as principal, H. B. Martin and M. B. Menard as sureties, and dated the 1st day of January, 1850; one other bond executed by the said Love as principal, and R. J. Townes as surety, payable to Peter McGreal, receiver, his successor or successors in said office, in the penal sum of four thousand dollars, and dated the first day of January, 1850; one other bond executed by James Love as principal, and H. B. Martin as surety, payable to the said Peter McGreal, his successor or successors in said office, in the penal sum of four thousand dollars, and dated the first day of January, 1850; for a more full description whereof reference may be had to the records of the court in this cause. Which said bonds were executed under and in compliance with the agreement of the parties in this cause, filed on the 28th day of December, A. D. 1849, and the order of the court thereon, which agreement and order are recorded above. And the parties now being present in open court, and consenting hereto, the court doth order that the said bonds be severally received, filed, and recorded in this cause, as good and sufficient under the said agreement and order thereon, and in full compliance with the same. And the said Peter

McGreal, receiver in this cause, his successor or successors in said office, are ordered to deliver up to the said James Love, on the first day of January, A. D. 1850, all and singular the slaves seized or taken into the possession of him, the said McGreal, in this cause; to the end that the said Love may receive and hold the said slaves under and in accordance with the agreement and order aforesaid thereon.

And afterwards, to wit, on the seventh day of January, A. D. 1850, the defendants, by their counsel, filed the following motion, to wit:

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In chancery.

The defendant, by counsel, upon affidavit filed, moves the court for an attachment against Peter McGreal for contempt in failing to deliver the negroes in his hands to James Love under the order of the 28th day of December last, and that the marshal of the district be directed to seize said negroes and deliver them to said James Love.

January 7, 1850. ROBERT HUGHES,
For defendants.

And on the same day, to wit, the seventh day of January, A. D. 1850, the defendants, by their counsel, filed the following affidavit, to wit:

THE UNITED STATES OF AMERICA,
District of Texas.

District court, December term, 1849.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In chancery.

Robert Hughes, of counsel for defendants, states, upon information which he believes to be true, that on the first day of January, A. D. 1850, Robert J. Towns, acting by and under authority from James Love, to whom the negroes in the hands of the receiver in this cause are by order of the 28th December, A. D. 1849, directed to be delivered, applied to Peter McGreal, the said receiver for said negroes, on the 1st day of January, A. D. 1850, and said McGreal failed, or refused, and did not deliver said negroes, but now has them in his hands, with the determination of hiring them on the 10th of the present month.

ROB. HUGHES.

Subscribed and sworn to this 7th January, A. D. 1850.
JAMES LOVE, *Clerk*,
By E. JONES, *Deputy Clerk*.

And afterwards to wit, on the eighth day of January, A. D. 1850, the motion of defendants in this cause, to remove the receiver, Peter McGreal, filed 7th January, A. D. 1850, came on to be heard, whereupon the court made the following order, to wit:

The Union Bank of Louisiana
vs.
Josiah S. Stafford and Wife. } 18.—In chancery.

The motion of defendants herein came on, and was argued by counsel for the parties; and thereupon the court orders, and it is accordingly ordered, that Peter McGreal, the receiver in this cause, do, on or before the expiration of ten days next after the service of a copy of this order upon him, shew cause, if any he can, why an attachment should not issue against him for contempt in failing to obey the order of the court made herein upon him, to deliver to James Love the slaves in his hands as such receiver, on the 1st day of January, 1850, under and by virtue of the order herein of the 28th day of December last to that effect; and it is further ordered, that the marshal of this district do seize, and take into his possession, and that Peter McGreal, said receiver, deliver to said marshal, all the slaves in the possession or custody, or under the control, of the said Peter McGreal, the said receiver, under and by virtue of the several orders in this cause; and that said marshal receipt to said McGreal for the same, and that said marshal deliver the said slaves to said James Love to be held by him, under and by virtue of the said order of the 28th Dec. aforesaid; and that there may be no difficulty as to the liability or responsibility of the said James Love or his securities on the bonds, or any of them executed by him herein, it is further and it is hereby reserved to the parties, or either of them, the right to make any motion or motions which in their opinion the case may require calling for other or further bond or bonds, security or securities; and this court will, upon any such motion or motions, order and direct said James Love, if right and proper for the ample and complete security of the parties or the property in contest, to give such other bond or bonds as will furnish such ample and complete security.

And afterwards, to wit, on the fifth day of March, A. D. 1850, on motion of complainants in open court, the court made the following order, to wit:

Union Bank of Louisiana
vs.
Josiah S. Stafford and Wife.

On motion of complainant's solicitors, it is ordered that the additional stipulations of James Love, H. B. Martin, and Michael B. Menard, to their bond dated the first day of January, 1850, for fifty thousand dollars, to Peter McGreal, receiver in this cause, and filed on that day, be filed and entered of record; which said stipulation is in words and figures as follows, to wit:

The UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and Wife.

In the district court of the United States, for the district of *of* Texas.
In chancery.

Know all men, that we, James Love, principal, and Henry B. Martin and Michael B. Menard, sureties, in a certain bond executed by them in said capacity, in the penal sum of fifty thousand dollars, dated on the first day of January, A. D. 1850, payable to Peter McGreal, receiver, his successor or successors in said office, and conditioned, amongst other things, for the safe keeping and delivery of certain slaves in controversy in the above entitled cause, the names and ages of which slaves it was provided in the condition of said bond should be set forth in a schedule therewith to be filed; for a more full and accurate description of which bond reference may be had to the same on file in said cause, or to the records of the court therein; do now, in open court, stipulate and agree that the list or schedule of the slaves contained in the receipt of Bates, marshal, to said Peter McGreal, bearing date the 10th day of January, A. D. 1850, and filed on the 21st day of the same month among the papers of said cause, shall be taken and considered as the schedule mentioned and referred to in the condition of said bond; and that an additional schedule may be filed of any other slaves in controversy in said cause, which, before the final termination thereof, may come into the possession of said Love. And we, the said Martin and Menard, now in open court appearing, do acknowledge ourselves, and each of us, firmly held and bound as sureties in and to the said bond, and do hereby renounce and waive all exceptions and objections to our being so bound now existing, whereof we might avail ourselves, or either of us, in law or equity.

Sealed with our seals this 4th day of March, A. D. 1850.

JAMES LOVE, [L. S.]
H. B. MARTIN, [L. S.]
M. B. MENARD. [L. S.]

The following is a copy of the receipt of the marshal, as returned by him, and filed in this cause, being the same referred to in the foregoing stipulation:

Received January 8th, 1850, and on the tenth day of January, A. D. 1850, I served a true copy of the within order on Peter McGreal, receiver; received and receipted to him for the following named and described slaves, to wit: Wallace, aged about 31 years; Britton, 28; Jane, 30; Harriett, 12; Clarissa, 3; Little Ben, 33; Bob. Davenport, 35; Venus, 30, and her children, Elizabeth, 3, and an infant; Ben or Bene, 29; Fanny, 57; Solomon, 17; Amanda, 14; Big Jane, 52; Washington, 18; Margarett, 14; Henry, 12; John, 10; Sam Rogers, 45; Nancy, 28; Tesha, 6; Diana, 4; Little Sam, 2; Philip,

14; Edy, 12; Jack, 52; Hortense, 40; Louis, 27; Mannette, 20; Blaze, 45; Chloe, 47; Ben or Benck, 27; Patey, 17; Stephen, 28; Charlotte, 19; Maria, 52; Louisa, 34; Eliza, 18; Patsy, 14; Willis, 5; Tom, 29; Elvira, 26; Rachel, 14; George Lee, 37; Violet, 27; Richard, 3 months old; Pierre 30; Austin, 31; Louisa, 26, and her child Horace, 2; Juliett, 22; Mary, 18; Andrew, 12; Jim, 29; Maria Johnson, 27; Lavinia, 14; Coleman, 5; Henrietta, 6 months; Edmund Bell, 42; Mahala, 12; Edmund, 2; Levi, 27; Pleasant, 22; Hannah, 2; Bob, 34; Amey 37; Claiborn, 10; Guss, 8; Thad, 6; Dublin, 3; Jane, 62; Cynthia, 52; Alfred, 22; Dick, 30; William, 16; Ned, 20; Bob, 26; Charles, 14; Judy, 33; Maria, 17; and Jacob, 17; and then I delivered them to James Love.

J. BATES,
U. S. marshal, district of Texas.

Complainants' proof.

The following mortgage of Josiah S. Stafford and wife to the Canal and Banking Company of New Orleans, was offered to be read in evidence on the trial of this cause; the *readinding* thereof was objected to by defendants, and the objection was overruled, and the same was then read by the complainants; the same having been filed by complainants as evidence on 6th day of May, A. D. 1850.

No. 5.

Stafford and wife—mortgage—to Canal Bank.

UNITED STATES OF AMERICA,
State of Louisiana.

Be it remembered, that, on this eleventh day of May, in the year of our Lord one thousand eight hundred and thirty-six, before me, John Harris Johnston, parish judge in and for the parish of Rapides, and State of Louisiana, personally appeared Josiah Seth Stafford, inhabitant of the parish and State aforesaid, and Mrs. Jeanetta Kirkland, his wife, by him duly authorized, who declared that, whereas they have this day made their joint obligation in favor of the President, Directors, and Company of the New Orleans Canal and Banking Company, for the sum of ten thousand dollars, payable on the eleventh day of May next, (1837,) being for a loan of money granted by the said corporation to these appearers, which sum they did acknowledge to have received, renouncing the exception "non numerata pecunia," and which obligation is by me identified with these presents. Now, therefore, to secure the full and punctual payment of the said sum of money, according to the tenor of the said obligation, the said appearers declared that they do by these presents mortgage and hypothecate unto the said President, Directors, and Company of the New Orleans Canal and Banking Company, all and singular the property hereinafter described,

to wit: A certain tract or parcel of land, situate, lying, and being in the parish of Rapides, on the bayou Bœuff, bounded below by Cheneyville and land belonging to Wm. F. Cheney, and above by land belonging to John Dunwoody, containing the quantity of nine hundred and twenty-six acres, being the bottom plantation of this appearer, and the same purchased by Mrs. E. S. Stafford, at the probate sale of the succession of Leroy Stafford, deceased, and subsequently conveyed by the said Mrs. E. S. Stafford to the said J. S. Stafford, by deed of record in the office of the parish judge. Also the following named and described slaves, to wit: Ben, aged 36 years; William, about 28; Jim, about 26; Edmund, about 27; William Howard, about 23; Sam Rogers, about 34; Jerry, about 50; Bob, about 20; Henry, about 32; Friday, 40; Alonzo, about 26; George Lee, about 19; Dick, about 15; Jacob, about 50; Jacob Barker, about 24; Willis, about 22; Sam, about 28; Little Ben, about 17; Wallace, about 15; Stephen, about 16; Big Lewis, about 27; Lewis, about 14; Levi, about 17; Frank, about 19; Britton, about 22; Austin, about 18; Denis, about 12; Richard, about 10; Tom, about 17; Mary, about 38; Charlotte, about 29; Maria, about 40; America, about 18; Cynthia, about 42; Maria Johnson, about 19; Vicey, about 24; Daphné, about 19; Charity, about 38; Hester, about 34; Violet, about 16; Chloe, about 27; Venus, about 17; Minty, about 14; Mardy, about 10; Nancy, about 14; Peggy, about 9; Fanny, about 33; Bridget, about 18; Sally, about 16; Mary Hoa, about 20; Judy, about 21; Maria, about 6; and Pleasant, about 14 years of age—all slaves for life, with the future increase; they, the said Josiah S. Stafford and Mrs. Jeanetta Stafford, binding themselves not to alienate, deteriorate, or encumber the said mortgaged premises to the prejudice of this mortgage, and hereby confessing judgment for the said sum of money to be paid as aforesaid. The said Mrs. Jeanetta Stafford declared, that, in becoming a party to these presents, it is her wish and intention to release, in favor of the said corporation, the above described premises from any claim, mortgage, or privilege whatsoever, which she now has, or might hereafter have, whether resulting from her marriage with the said Josiah S. Stafford or otherwise. Whereupon I, the said notary, did inform the said Jeanetta Stafford, apart and out of the hearing of her said husband, that she had by law a legal mortgage upon all the property of her said husband for the restitution of her dotal effects, whether brought in marriage or subsequently acquired, for the restitution of her paraphernal effects, of which her said husband had the administration or enjoyment, for debts contracted by her with her said husband, and for her nuptial presents; and the said Mrs. Jeanetta Stafford did thereupon declare to me, that she was fully acquainted with the nature and extent of her claims and privileges on the property of her said husband, and that she did persist in her intention to approve and ratify this act, and to release all her claims, mortgages, and privileges in favor of the said corporation for the purpose aforesaid. And the said Josiah S. Stafford being

now present, aiding and authorizing his said wife in the execution of these presents, she, the said Mrs. Jeanetta Stafford, declared that she did, and does hereby, formally renounce in favor of the said President, Directors, and Company, and for the purpose aforesaid, all her said rights, claims, and privileges, and particularly the general and tacit mortgage hereinafter mentioned; hereby consenting to postpone her said rights in favor of the mortgage herein granted, and binding herself and her heirs, at all times to sustain and acknowledge the validity of this mortgage; and the said Josiah S. Stafford and Mrs. Jeanetta Stafford further declared, that they did renounce, for themselves and their heirs, the benefit of any laws, heretofore promulgated or enacted, or which may be hereafter made or promulgated, requiring property seized on any species of execution to be appraised or sold, on any credit whatsoever, they, the said Josiah S. Stafford and Mrs. Jeanetta Stafford, hereby consenting and agreeing, that if the said sum of ten thousand dollars, shall not be paid, when the same shall become due, according to the tenor and effect of the said obligation of this act, and according to the true intent and meaning of an act of the legislature of the State of Louisiana, passed on the fifth day of March, in the year of our Lord eighteen hundred and thirty-one, entitled "an act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes;" then the said president, directors, and company may obtain an order of seizure and sale, and sell the above described mortgaged premises by public auction to the highest bidder for cash, and without appraisement, after an advertisement for thirty days. By the certificate of the parish judge of the parish of Rapides, it is certified that there exists on the records of his office a special mortgage in the name of Leroy Stafford and wife, in favor of Fisk, Watt & Co., on four hundred and sixty-five acres of the land described in this act, and eighty-five slaves, including seventeen only of those described in this act, to wit: Ben, 36; Jim, 26; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; Little Ben, 17; Wallace, 15; Stephen, 16; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Nancy, 14; and Charity, 38; to secure the payment of the sum of twelve thousand dollars, dated 27th June, 1833. Also, a special mortgage in favor of the N. Orleans Canal & Banking Company, in the names of Leroy Stafford and wife, on all the land described in this act, and eighty-five slaves, including only seventeen of those described in this act of mortgage, to wit, the seventeen just above named, to secure the sum of ten thousand dollars, dated August 17th, 1833. Also special mortgages in the name of Josiah S. Stafford, in favor of the succession of his father, Leroy Stafford, deceased, on nine of the slaves named in this act, to wit, Charity, 38; Nancy, 14; Mary, 38; Stephen, 16; Wallace, 15; Friday, 40; Bob, 20; Jim, 26; Ben 36; to secure the payment of the purchase money for them, purchased at the probate sale of said succession by him; and that there does not exist on the records of this office any other mortgage, special or judicial, in the names of these appearers, affecting the property described in this act. This act of mortgage is accepted by the said president, directors,

and company, Robert Chew, cashier of their office at Alexandria, signing by their authority and in their behalf.

Done and passed at the parish of Rapides, the day and year first above written, in presence of William K. English and William D. Mayes, witnesses, residing in this parish, who have signed these presents, with the said parties, and me, the said judge.

J. S. STAFFORD,
J. STAFFORD,
RO. CHEW, *Cas.*

Witnesses—
WILLIAM K. ENGLISH,
WILLIAM D. MAYES.

Done and passed before me.

JOHN H. JOHNSTON, *Par. judge.*

Filed May 14th, 1836, and duly recorded in mortgage book D, page 359 and 360.

STATE OF LOUISIANA, *parish of Rapides.*

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, keeper of the records of deeds and mortgages, for said parish of Rapides, do certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and seal of office as recorder for the parish of
[L. S.] Rapides, this 15th day of October, 1849.

J. A. THOMS, *Recorder.*

I, Ralph Cushman, sole judge in and for the thirteenth judicial district of the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court in and for said parishes of Rapides and Avoyelles, do hereby certify, that the foregoing attestation is in due form and made by the proper officer.

Given under my hand at chambers, at Avoyelles, this day, 23d of October, 1849.

RALPH CUSHMAN, *Judge 13th dist.*

Clerk's office, parish of Rapides, thirteenth judicial district, State of Louisiana.

I, Josiah Hale, clerk of the district court of the parish of Rapides, for the thirteenth judicial district of the State of Louisiana, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was at the date thereof, sole judge of the thirteenth judicial district of the State of Louisiana, presiding in and for the parishes of Rapides and Avoyelles, and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand and the seal of said district court, for the parish of Rapides aforesaid, at Alexandria, this 23d day of Oc-
[L. S.] tober, 1849. JOSIAH HALE, *Clk.*

The following transcript, in the case of New Orleans Canal and Banking Company vs. Josiah S. Stafford and Wife, was read in evidence by complainants on the hearing of this cause without objection, the same having been filed by complainants on the 6th day of May, A. D. 1850.

No 2.

CANAL BANK vs. STAFFORD et Ux. } Transcript.

Read in evidence by complainants without objection.

To the honorable the judge of the sixth judicial district, parish of Rapides, in the State of Louisiana.

The petition of the President, Directors, and Company of the New Orleans Canal and Banking Company, an incorporated institution, domiciliated in the city of New Orleans, and chartered by an act of the legislature of the State of Louisiana, with respect represent to your your honor: That Josiah Seth Stafford is justly indebted to the said Company the sum of ten thousand dollars, with interest thereon, at the rate of eight per cent. per annum, from the eleventh day of May, in the year eighteen hundred and forty, being for a loan of money made by the office of discount and deposit of said institution at Alexandria, all of which will more fully appear by the authentic bond and mortgage, executed by the said Stafford and his wife, Jeannetta Kirkland, before the honorable John H. Johnston, parish judge of said parish, exercising and performing the duties of notary public, and two assisting witnesses, dated May 11th, 1836; certified copies of which bond and mortgage are hereto annexed, and made part of this petition; by which bond the said Stafford and his wife acknowledge themselves to be jointly and severally indebted unto the President, Directors, and Company of the New Orleans Canal and Banking Company, in the sum of ten thousand dollars, being for a loan of money this day made to them by the said corporation, confessing to have received the amount of said loan, and renouncing the exception "non numerata pecunia;" which sum of ten thousand dollars they bound themselves, and also their heirs, executors, and administrators, to pay to the said President, Directors, and Company of the New Orleans Canal and Banking Company, at their office of discount and deposit at Alexandria, on the eleventh day of May, in the year of our Lord eighteen hundred and thirty-seven, fixed; and by which mortgage the said Stafford and his wife declared, that whereas they have this (that) day made their obligation in favor of the President, Directors, and Company of the New Orleans Canal and Banking Company, for the sum of ten thousand dollars, payable on the 11th day of May next, (1837,) being for a loan granted by said corporation to them, which sum they acknowledged to have received, renouncing the exception "non nu-

merata pecunia," and which obligation is by me (the said parish judge) identified with these presents: Now, therefore, to secure the full and perpetual payment of the said sum of money, according to the tenor of said obligation, the said Stafford and wife declared that they do, (did,) by these presents, mortgage and hypothecate unto the said President, Directors, and Company of the New Orleans Canal and Banking Company, all and singular the property herein (therein) after described, to wit: a certain part or parcel of land, situated, lying, and being in the parish of Rapides, on the bayou Bœuff, bounded below by Cheneyville, and the lands of Wm. F. Cheney, and above by lands belonging to John Dunwoody, containing nine hundred and twenty-six acres, being the cotton plantation of this appearer, (the said Stafford,) and being the same purchased by Mrs. E. S. Stafford at the probate sale of the succession of Leroy Stafford, deceased, and subsequently conveyed by the said Mrs. E. S. Stafford to the said J. S. Stafford, by deed of record, in the office of the parish judge, (meaning of the parish of Rapides,) and also the following named and described slaves, to wit: Ben, aged 36 years; William, about 28 years; Sim, about 26; Edmund, about 27; William Howard, about 23; Sam Rogers, about 34; Levy, about 50; Bob, about 20; Henry, about 32; Friday, about 40; Alonzo, about 26; George Lea, about 19; Dick, about 15; Jacob, about 50; Jacob Baker, about 24; Willis, about 22; Sam, about 28; L. Ben, about 17; Wallace, about 15; Stephen, about 16; Big Lewis, about 27; Lewis, about 14; Levi, about 17; Frank, about 19; Britton, about 22; Austin, about 18; Dennis, about 12; Richard, about 10; Tom about 17; Mary, about 38; Charlotte, about 29; Maria, about 40; America, about 17; Cynthia, about 42; Maria Johnson, about 19; Vicey, about 24; Daphne, about 19; Charity, about 38; Hester, about 34; Violet, about 16; Chloe, about 29; Venus, about 27; Minty, about 14; Mardis, about 10; Nancy, about 10; Peggy, about 9; Fanny, about 33; Bridget, about 18; Sally, about 16; Mary Hai, about 20; Judy, about 21; Maria, about 16; and Pleasant, about 14 years of age—all slaves for life, with their future increase; the said Stafford and his wife binding themselves not to alienate, deteriorate, or encumber the said mortgaged premises to the prejudice of this mortgage, and hereby (thereby) confessing judgment for the said sum of money to be paid as aforesaid. And the said Stafford and wife further declaring that they did renounce for themselves and their heirs the benefit [of] any laws heretofore promulgated or enacted, or which may (might hereafter) be made or promulgated, requiring property seized on any species of execution to be appraised or sold on any credit whatever, the said Stafford and wife hereby (thereby) consenting and agreeing, that if the said sum of ten thousand dollars shall not (should not) be paid when the same shall become due, according to the tenor and effect of said obligation, and of this act, and according to the true intent and meaning of an act of the legislature of the State of Louisiana, passed on the fifth day of March, in the year eighteen hundred and thirty-one, entitled an act to incorporate the subscribers

to the New Orleans Canal and Banking Company, and for other purposes; then the said President, Directors, and Company may obtain an order of seizure and sale, and sell the above described mortgaged property by public auction to the highest bidder for cash, and without appraisement, after an advertisement of thirty days; and your petitioners further state, that said bond is identified with said mortgage by the certificate of the parish judge, before whom the same was executed, and that said mortgage was duly recorded on the day of the date thereof, in the office of the parish judge of the said parish of Rapides. They further state, that the whole amount of the principal of the said bond is due and unpaid, although the said Stafford has been repeatedly demanded to pay the same; and they further say, that by the act chartering said company that said bond bore an interest at the rate of eight per cent. per annum, and that interest at that rate is due thereon from the eleventh day of May, in the year eighteen hundred and forty. The premises considered, your petitioners pray your honor to grant them an order of seizure, directing the seizure and sale of the aforesaid mortgaged slaves for cash, without appraisement, after advertising the same for thirty days, to satisfy said sum of ten thousand dollars, with the interest as aforesaid, and costs of this proceeding; that the said Josiah Seth Stafford have notice, and that such other and further orders and relief in the premises be granted us, as will be legal and just.

THOMAS, *Attorney*.

Robert Chew makes oath, that he is the cashier of the office of discount and deposit of the New Orleans Canal and Banking Company, at Alexandria, and that it is a part of his own knowledge that the whole amount (say ten thousand dollars) of the bond of Josiah Seth Stafford and wife, Jeanetta Kirkland, is due and unpaid, and that interest is due thereon from the eleventh day of May, one thousand eight hundred and forty.

R. CHEW, *Cashier*.

Sworn to and subscribed this 25th day of June, 1840, before me.

D. EVANS, *J. P.*

We, the undersigned, Josiah Seth Stafford, of the parish of Rapides, and State of Louisiana, and Jeanetta Kirkland, wife of the said Josiah S. Stafford, (the said Mrs. Jeanetta Stafford being, by the said Josiah S. Stafford, her husband, authorized to sign these presents and obligate herself as hereinafter,) do acknowledge ourselves to be jointly and severally indebted unto the President, Directors, and Company of the New Orleans Canal and Banking Company, in the sum of ten thousand dollars, being for a loan of money this day made to us by the said corporation, confessing to have received the amount of said loan, and renouncing the exception, "non numerata pecunia;" which said sum of ten thousand dollars we bind ourselves in solido, and also our heirs, executors, and administrators, to pay to said President, Directors, and Company

of the New Orleans Canal and Banking Company, at their office of discount and deposit, at Alexandria, on the eleventh day of May, in the year of our Lord eighteen hundred and thirty-seven, fixed.

In testimony whereof we have hereunto set our hands, this eleventh day of May, anno domini 1836.

J. S. STAFFORD.
J. STAFFORD.

In presence of—
WILLIAM D. MAYS,
WILLIAM K. ENGLISH, } Witnesses.

Payment of this obligation is secured by mortgage passed before me, of this date. Parish of Rapides, May 11th, 1836.

JOHN H. JOHNSTON, *Parish judge.*

UNITED STATES OF AMERICA,
State of Louisiana.

Be it remembered, that on this eleventh day of May, in the year of our Lord one thousand eight hundred and thirty-six, before me, John Harris Johnstone, parish judge in and for the parish of Rapides, State of Louisiana, personally appeared Josiah Seth Stafford, inhabitant of the parish and State aforesaid, and Mrs. Jeanetta Kirkland, his wife, by him duly authorized, who declared that whereas they have this day made their obligation in favor of the New Orleans Canal and Banking Company, for the sum of ten thousand dollars, payable on the eleventh day of May next, (1837,) being for a loan of money granted by said corporation to these appearers, which sum they did acknowledge to have received, renouncing the exception "non numerata pecunia," and which obligation is by me identified with these presents. Now, therefore, to secure the full and punctual payment of the said sum of money, according to the tenor of the said obligation, the said appearers declared that they do, by these presents, mortgage and hypothecate unto the said President, Directors, and Company of the New Orleans Canal and Banking Company all and singular the property hereinafter described, to wit: A certain tract or parcel of land situated, lying, and being in the parish of Rapides, on the bayou Bœuff, bounded below by Cheneyville and land belonging to Wm. F. Cheney, and above by lands belonging to John Dunwoody, containing the quantity of nine hundred and twenty-six acres, being the cotton plantation of this appearer, the same purchased by Mrs. E. S. Stafford at the probate sale of the succession of Leroy Stafford, dec'd, subsequently conveyed by the said Mrs. E. S. Stafford to the said J. S. Stafford by deed of record in the office of the parish judge; also the following named and described slaves, to wit: Ben, aged 36 years; William, about 23; Jim, about 36; Edmund, about 27; William Howard, about 23; Sam Rogers, about 34; Jerry, about 50; Bob, about 30; Henry, about 32; Friday, about 40; Alonzo, about 36; Geo. Lee, about 19; Dick, about 15; Philip, about 50; Jack Baker, about 24; William, about 22; Sam, about 28;

L. Ben, about 17; Moses, about 15; Stephen, about 16; Big Lewis, about 27; Louis, about 14; Levi, about 17; Frank, about 19; Britton, about 22; Austin, about 18; Dennis, about 12; Richard, about 10; Tom, about 17; May, about 38; Charlotte, about 29; Maria, about 40; America, about 18; Cynthia, about 42; Maria Johnston, about 19; Vicey, about 24; Daphne, about 19; Charity, about 38; Hester, about 34; Violet, about 16; Chloe, about 27; Venus, about 17; Minty, about 14; Mardy, about 10; Nancy, about 14; Peggy, about 9; Fanny, about 33; Bridget, about 18; Sally, about 16; Mary Hai, about 20; Judy, about 21; Maria, about 6; and Pleasant, about 14 years of age—all slaves for life, with their future increase; they, the said Josiah S. Stafford and Mrs. Jeanetta Stafford, binding themselves not to alienate, deteriorate, or encumber the said mortgaged premises to the prejudice of this mortgage, and hereby confessing judgment for the said sum of money to be paid as aforesaid. The said Mrs. Jeanetta Stafford declared that, in becoming a party to these presents, it is her wish and intention to release, in favor of said corporation, the above described premises from any claim, mortgage, or privilege whatsoever, which she now has, or might hereafter have, whether resulting from her marriage with the said Josiah S. Stafford or otherwise; whereupon, I, the said notary, did inform the said Mrs. Jeanetta Stafford, apart and out of the hearing of the said husband, that she had by law a legal mortgage upon all the property of her said husband for the restitution of her dotal effects, whether brought in marriage or subsequently acquired, for the restitution of her paraphernal effects, of which her said husband had the administration or enjoyment, for debts by her contracted with her said husband, and for nuptial presents. And the said Mrs. Jeanetta Stafford did thereupon declare to me that she was fully acquainted with the nature and extent of her claims and privileges on the property of her said husband, and that she did persist in her intention to approve and ratify this act, and to release all her claim, mortgage, and privilege in *in* favor of the said corporation for the purpose aforesaid; and the said Josiah S. Stafford being now present, aiding and authorizing his said wife in the execution of these presents, she, the said Mrs. Jeanetta Stafford, declared that she did, and does hereby, formally renounce in favor of the said President, Directors, and Company, and for the purpose aforesaid, all her said rights, claims, and privileges, and particularly the general and tacit mortgage hereinafter mentioned, hereby consenting to postpone her said rights in favor of the mortgage herein granted, and binding herself and her heirs [at] all times to sustain and acknowledge the validity of this mortgage; and the said Josiah S. Stafford and Mrs. Jeanetta Stafford further declared that they did renounce for themselves and their heirs the benefit of any laws heretofore promulgated or enacted, or which may be hereafter made or promulgated, requiring property seized on any species of execution to be appraised or sold on any credit whatsoever; they, the said Josiah S. Stafford and Mrs. Jeanetta Stafford, hereby consenting and agreeing, that if the said sum of ten thousand dollars shall not be paid when the same shall be-

come due, according to the tenor and effect of said obligation of the act, and according to the true intent and meaning of an act of the legislature of the State of Louisiana, passed on the fifth day of March, in the year of our Lord eighteen hundred and thirty-one, entitled "An act to incorporate the subscribers to the New Orleans Canal and Banking Company and for other purposes;" then the said President, Directors, and Company, may obtain an order of seizure and sale, and sell the above described mortgaged premises by public auction, to the highest bidder for cash, and without appraisement, after advertisement for thirty days. By the certificate of the parish judge, of the parish of Rapides, it is certified that there exists on the records of his office a special mortgage in the name of Leroy Stafford and Wife, in favor of Fitz, Watt & Co., on four hundred and fifty-five acres of land described in this act, and eighty-five slaves, including seventeen only of those described in this act, to wit: Ben, 36; Jim, 36; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; Little Ben, 17; Wallace, 15; Stephen, 16; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Nancy, 14; and Charity, 38; to secure the payment of twelve thousand dollars, dated 27th June, 1833; also a special mortgage in favor of the New Orleans Canal and Banking Company, in the names of Leroy Stafford and Wife, on all the land described in this act, and eighty-five slaves, including only seventeen of those described in this act of mortgage, to wit, the seventeen just above named, to secure the sum of ten thousand dollars, dated August 17th, 1833; also special mortgages, in the name of Josiah S. Stafford, in favor of the succession of his father, Leroy Stafford, dec'd, and nine of the slaves named in this act, to wit: Charity, 38; Nancy, 14; Mary, 38; Stephen, 16; Wallace, 15; Friday, 40; Bob, 20; Jim, 26; Ben, 36; to secure the payment of the purchase money for them, purchased at the probate sale of said succession by him; and that there does not exist on the records of his office any other mortgage, special or judicial, in the name of these appearers, affecting the property described in this act. This act of mortgage is accepted by the said President, Directors, and Company. Robert Chew, cashier of their office at Alexandria, signed by their authority and in their behalf.

Done and passed at the parish of Rapides, the day and year first above written, in presence of William K. English and William D. Mayes, witnesses residing in this parish, who have signed these presents with said parties, and me, the said judge.

J. S. STAFFORD,
J. STAFFORD,
R. CHEW, *Cash'r.*

Witnesses:
WILLIAM K. ENGLISH,
WILLIAM D. MAYES.

Done and passed before me. JOHN H. JOHNSTON,
Par. judge.

I certify the foregoing to be a true copy of the original on file and of record in my office. Given under my hand and seal of [L. S.] office at parish of Rapides, this 15th day of May, 1836.

JOHN H. JOHNSTON,
Par. judge.

Being the owner of some stock in the Canal Bank, this matter is referred to the judge of an adjoining district, June 25th, 1840.

H. BOYER,
Judge of the sixth district.

By reason of the evidence annexed to the foregoing petition, and of the law, it is ordered that a writ of seizure and sale issue, as prayed for in said petition, ordering the sheriff of the parish of Rapides to seize the mortgaged property described in the said petition, and to sell the same, or so much thereof as may [be] necessary, to satisfy the sum of ten thousand dollars, with eight per cent. per annum interest, from the eleventh day of May, eighteen hundred and forty, until paid, with the cost of this proceeding, for cash, without appraisement, after the notices and advertisements required by law.

Done and signed in chambers, at Opelousas, this twenty-ninth day of June, A. D. 1840. The judge of the 6th district being interested.

GEO. R. KING,
Dist. judge, 5th judicial district.

Filed, July 1st, 1840.

EDW. C. LECKIE,
Dy. Clk.

STATE OF LOUISIANA,
Parish of Rapides.

To Josiah S. Stafford and Wife.

Whereas, the President, Directors, and Company of the New Orleans Canal and Banking Company, have filed in the office of the clerk of the sixth judicial district court, parish of Rapides, State of Louisiana, a petition praying for an order of seizure and sale, to issue against you for the sum of ten thousand dollars, with interest thereon at the rate of eight per cent. per annum, from the eleventh day of May, eighteen hundred and forty, until paid, and costs of these proceedings, being for a loan of money obtained by you of said President, Directors, and Company, and to secure the payment of which the following described property is mortgaged and hypothecated, to wit: A certain tract or parcel of land, situated, lying, and being in the parish of Rapides, on the bayou Bœuff, bounded below by Cheneyville and lands belonging to Wm. F. Cheney, and above by lands belonging to John Dunwoody, containing the quantity of nine hundred and twenty-six acres, being the bottom plantation of this appearer, and the same purchased by Mrs. E. S. Stafford, at the probate

sale of the succession of Leroy Stafford, deceased, and subsequently conveyed by said Mrs. E. S. Stafford to the said J. S. Stafford; also the following named and described slaves, to wit: Ben, aged 36 years; William, about 28 years; Jim, about 36; Edmund, about 27; William Howard, about 23; Sam Rogers, about 34; Jerry, about 50; Bob, about 20; Henry, about 32; Friday, about 40; Alonzo, about 26; George Lee, about 19; Dick, about 15; Jacob, about 50; Jacob Baker, about 24; Willis, about 22; Sam, about 28; Lit. Ben, about 17; Wallace, about 15; Stephen, about 16; Big Lewis, about 27; Lewis, about 14; Levi, about 17; Frank, about 19; Britton, about 22; Austin, about 18; Dennis, about 12; Richard, about 10; Sam, about 17; Mary, about 38; Charlotte, about 29; Maria, about 40; America, about 18; Cynthia, about 42; Maria Johnson, 19; Vicey, about 24; Daphne, about 19; Chirity, about 35; Hester, about 34; Violet, about 15; Chloe, about 27, Venus, about 17; Minty, about 14; Mardy, about 10; Nancy, about 14; Peggy, about 9; Fanny, about 33; Bridget, about 18; Sally, about 16; Mary Hai, about 20; Judy, about 21; Maria, about 6; and Pleasant, about 14 years—all slaves for life, with the future increase.

Now, therefore, you are hereby notified that, unless the said amount of ten thousand dollars, and interest and costs of these proceedings, is paid within three days from the service hereof, an order of seizure and sale will issue, as prayed for, directing said property, or so much thereof as will satisfy said amount, interest, and costs, to be sold for cash, without appraisement. In witness the hon. Henry Boyer, judge of said court, this 1st July, 1840.

C. V. LEDOUX, *Clerk.*

Received Wednesday, June 30th, 1840, and on Friday, July 3d, 1840, duly served Josiah S. Stafford and wife, in person, with a copy of this notice of seizure, at their usual place of residence, in the parish of Rapides, about twenty-eight miles from Alexandria.

CHAS. WILSON,
Deputy sheriff.

THE STATE OF LOUISIANA,
Parish of Rapides.

To the sheriff of the parish of Rapides, greeting:

Whereas Josiah Seth Stafford and his wife, Mrs. Jeanetta Kirkland, did, on the eleventh day of May, eighteen hundred and thirty-six, mortgage and hypothecate unto the President, Directors, and Company of the New Orleans Canal and Banking Company, all and singular the following described property, to wit: A certain tract or parcel of land, situated, lying, and being in the parish of Rapides, on the bayou Bœuff, bounded below by Cheneyville, and lands belonging to W. F. Cheney, and above by lands belonging to John Dunwoody, and containing the quantity of nine hundred and twenty-six acres, being the cotton plantation of said Stafford; also the following named and de-

scribed slaves, to wit: Ben, aged 36; William, 28; Jim, 36; Edmund, 27; William Howard, 23; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Jacob, 50; Jacob Barker, 24; Willis, 22; Sam, 28; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britton, 22; Austen, 18; Dennis, 12; Richard, 10; Tom, 17; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnson, 19; Vicey, 24; Daphne, 19; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minty, 14; Mardy, 10; Nancy, 14; Peggy, 9; Fanny, 33; Bright, 18; Sally, 16; Mary Hoa, 20; Judy, 21; Maria, 6; Pleasant, 14—all slaves for life, to secure the loan of a sum of money, made by the said company to the said Stafford and wife, for the sum of ten thousand dollars, payable on the eleventh day of May, 1837; and, to secure the payment of said loan at the period of payment aforesaid, the above described land and slaves were specially mortgaged and hypothecated.

And whereas the said President, Directors, and Company of the New Orleans Canal and Banking Company hath obtained from the honorable George R. King, judge of the 5th judicial district court of the State of Louisiana, an order for seizure and sale of the above described land and slaves, to satisfy the above mentioned loan of ten thousand dollars, with interest thereon at the rate of eight per cent. per annum from the 11th of May, 1840, until paid:

Now, therefore, you are hereby commanded to seize and sell the above described land and slaves, or so much thereof as will satisfy the sum of ten thousand dollars, with interest as aforesaid, and $3 87½ costs; this proceeding for cash, without benefit of appraisement, after the usual notices and advertisements.

By order of the honorable George R. King, judge of the 5th judicial district of the State of Louisiana, this 8th day of July, A. D. 1840.

[L. S.]

EDW. C. LECKIE, *Deputy clerk.*

Received, Wednesday, July 8th, 1840, and on the same day, month, and year, duly seized all the right, title, and interest of J. S. Stafford and wife in and to a certain tract or parcel of land, lying and being in the parish of Rapides, on the bayou Bœuff, bounded below by lands owned by Wm. F. Cheney, and above by lands belonging to John Dunwoody, and containing the quantity of nine hundred and twenty-six acres, being the cotton plantation of said Stafford and wife; also the following named and described slaves, to wit: Ben, aged 36; William, 28; Edmund, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Willis, 22; Ben, 19; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britton, 22; Austin, 18; Dennis, 12; Richard, 10; Tom 17; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Vicey, 34; Maria Johnson, 19; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minta, 14; Mardy, 10; Nancy, 14;

Peggy, 9; Fanny, 33; Mary Hoa, 20; Judy, 21; Maria, 6; and Plaisant, 14; together with the increase of said slaves from the eleventh day of May, 1836; and on the eighth day of July advertised the above described property to be sold on Saturday, the eighth day of August, 1840, at the plantation of J. S. Stafford, on bayou Bœuff, near Cheneyville, to be sold for cash; when Isaack Thomas became the purchaser of the slaves herein above mentioned and described for the price of ten thousand three hundred and fifty dollars; one hundred and fifty dollars of which is reserved to pay the clerk and sheriff's costs in this case, and the balance, say ten thousand two hundred dollars, is placed as a credit on this writ; and this writ is returned, this twenty-fifth day of August, eighteen hundred and forty, as satisfied.

J. M. WILLS, *Sheriff.*

Received of James Madison Wills, sheriff of the parish of Rapides, ten thousand three hundred and fifty dollars, the amount made on the above order of seizure. August 8th, 1840.

J. THOMAS,
Attorney for the Canal Bank.

Clerk's office, parish of Rapides, State of Louisiana, thirteenth judicial district.

I, Josiah Hale, clerk of the district court in and for the thirteenth judicial district, State of Louisiana, in and for the parish of Rapides, do hereby certify, that the foregoing fourteen pages contain a full and true copy of the original record and proceedings in the suit of the New Orleans Canal and Banking Company against Josiah S. Stafford and wife, on file and of record in my office.

Given under my hand, and the seal of said court, at Alex-
[L. S.] andria, this twenty-second day of October, 1849.

JOSIAH HALE, *Clerk.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court, in and for said parishes, do hereby certify, that the foregoing attestation of Josiah Hale, clerk aforesaid, is in due form.

Given under my hand at chambers, at Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th district.

The following deed, from J. M. Wells to Isaac Thomas, was read as evidence in the hearing of this cause, subject to objections to be taken.

May 28th, 1850.

Objections overruled, and the same admitted as evidence; the

same having been filed by complainants on the 6th day of May, A. D. 1850.

No. 3.

J. M. Wells to J. Thomas—Deed. Read in evidence by complainant, subject to objections hereafter to be taken. Objections overruled.

Whereas I, James M. Wells, sheriff of the parish of Rapides, by virtue of an order of seizure and sale issued out of the sixth district court in and for the parish of Rapides, and to me directed, against the land and slaves of Josiah Seth Stafford and wife, defendants, at the suit of the President, Directors, and Company of the New Orleans Canal and Banking Company, plaintiffs, did seize all the right, title, and interest of defendants in and to the following described property, to wit: A certain tract or parcel of land, situated, lying, and being in the parish of Rapides, on the bayou Bœuf, bounded below by Cheneyville, and land belonging to William F. Cheney, and above by land belonging to John Dunwoody, and containing the quantity of nine hundred and twenty-six acres, being the cotton plantation of said Stafford and wife; also the following named and described slaves, to wit: Ben, aged 36; William, 28; Edmund, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Willis, 22; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Brittan, 22; Austin, 18; Denis, 12; Richard, 10; Tom, 17; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnson, 19; Vicey, 24; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minty, 14; Mardy, 10; Nancy, 14; Peggy, 9; Fanny, 33; Mary Hoa, 20; Judy, 21; Maria, 6, and Pleasant, 14, together with the increase of said slaves, from the 11th of May, 1836; seized in the above case all the slaves to satisfy said writ. And having exposed the same to public sale, on Saturday, the eighth day of August, (1840) eighteen hundred and forty, for cash, without the benefit of appraisement, and also made known that the said property is sold subject to all mortgages, privileges, liens, or hypothecations of whatsoever kind they may be, the conditions previously made known to the bidders before offering the said property for sale; and also made known that the said property is mortgaged, by exhibiting and reading the certificate of the parish judge, in and for the parish of Rapides, bearing date Friday, the 7th day of August, one thousand eight hundred and forty, and certifying in the following words, to wit:

STATE OF LOUISIANA,
Parish of Rapides.

I certify that there does exist, on the records of my office, a special mortgage in the name of Josiah S. Stafford and wife, in favor of the New Orleans Canal and Banking Company, on a certain tract or par-

cel of land, situate in the parish of Rapides, on the bayou Bœuf, bounded below by Cheneyville, and land of W. F. Cheney, and above by land of John Dunwoodie, containing 926 acres, being the cotton plantation of the said Stafford, and the same purchased by Mrs. Elizabeth S. Stafford at the sale of the succession of Leroy Stafford, deceased, and subsequently transferred by her to said J. S. Stafford; also the following slaves: Ben, 36; William, 28; Jim, 26; Edmond, 27; William Howard, 23; Sam Rogers; 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Jacob, 50; Jacob Barker, 24; Willis, 22; Sam, 28; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 19; Frank, 19; Britten, 22; Austin, 18; Denis, 12; Richard, 10; Tom, 17; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnson, 19; Vicey, 24; Daphne, 19; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minta, 14; Mardy, 10; Nancy, 14; Peggy, 9; Fanny, 31; Bridget, 18; Sally, 16; Mary Hoa, 20; Judy, 21; Maria, 6; and Pleasant, 14 years of age, with their increase, to secure the sum of ten thousand dollars. Recorded 14th May, 1836.

Also a special mortgage mortgaged in the name of Josiah S. Stafford, in favor of the succession of his father, Leroy Stafford, deceased, on nine of the slaves mentioned in the mortgage to the Canal Bank, as herein named, to wit, William Howard, Maria Johnson, Mary, Vicey, Dick, Friday, Bob, Jim, Ben, to secure the payment of the purchase money. Recorded 2d February, 1836.

A special mortgage in the name of J. S. Stafford and wife, in favor of Maurice Cannen, on all the lands and slaves first herein above described, together with other property, to secure the payment of thirty thousand dollars. Recorded 7th January, 1837.

A mortgage granted by said Josiah S. Stafford and wife, in favor of Thomas Barrett & Co., on the whole of the land and slaves first herein above described, together with other property, to secure the payment of thirty-two thousand dollars. Recorded 15th February, 1837.

A recorded judgment against C. J. Cuney and J. S. Stafford, in solido, in favor of A. Hoolfolk, for the sum of $1,800 00, with ten per cent. per annum interest from 2d February, 1834, until paid; $4 cost of protest and cost of suit. Recorded 9th December, 1836.

A special mortgage granted by J. S. Stafford, in favor of Isaac Thomas and M. P. Flint, on all the lands and slaves first herein above set forth, together with other property and slaves, to secure the said Thomas and Flint against their liabilities as endorsers of said Stafford to the amount of about one hundred thousand dollars. Recorded 22d day of April, 1837. Released so far as to give preference and priority in favor of a mortgage executed by said Stafford and wife, in favor of the Union Bank of Louisiana, for the sum of forty-five thousand dollars.

A special mortgage granted by J. S. Stafford and wife, in favor of the Union Bank of Louisiana, on the property first herein above described,

together with other land and slaves, to secure the sum of forty-five thousand dollars. Recorded 21st day of June, 1837.

A special mortgage made in favor of Thomas and Flint on the tract of land herein above described as purchased by Mrs. E. S. Stafford, at a sale of the succession of Leroy Stafford, deceased, and subsequently conveyed by her to the said J. S. Stafford to secure them, the said Thomas and Flint, against their endorsement for said Stafford to the amount of about thirty-six thousand dollars. This mortgage has been released so far only as to give preference and priority to any mortgage which J. S. Stafford may execute in favor of Maurice Cannen, of the city of New Orleans, on the said land.

A recorded judgment against Carter Beamon, Jas. S. Stafford, John Taylor, Andrew Renoy, E. S. Briggs, ex'r of E. F. Briggs, jointly, in favor of Lambeth and Thompson, for the sum of twelve hundred and fifty dollars, with 5 per. cent. interest per annum from the 18th March, 1836, and costs of suit. And that the part of this judgment against Briggs, ex'r, shall only be executory, concurrently with the three creditors of said E. F. Briggs, deceased. Recorded 22d May, 1837. This judgment has been released so far as it relates to Stafford; and so far only as to give preference and priority in favor of the Union Bank of Louisiana for any mortgage he may execute with his wife in favor of said bank.

A recorded judgment against J. S. Stafford, in favor of Monroe H. Havard, for the sum of $509 75, with interest at 10 per cent. per annum, from 22d September, 1836, until paid, and cost of suit. Recorded 5th June, 1838.

A recorded judgment against Josiah S. Stafford, D. M. Callahan, and L. A. Roberts, in solido, in favor of John Dunwoody, for the sum of eight thousand one hundred dollars, with ten per cent. per annum interest thereon from the 3d day of February, 1837, with $4 cost of protest and cost of suit, and the plaintiff allows a stay of execution until the first day of March, 1839; and if one-third of this judgment with interest and cost shall be punctually paid on said day, then the plaintiff allows a stay of execution on the remainder of the judgment until the 1st day of March, 1840; and if one-half of the remainder of this judgment, interest and costs, shall be paid on that day, then the plaintiff allows a stay of execution on the remainder thereof until the 1st day of March, 1841; but if either of those periods shall pass over without defendant having made the payment as set forth above, the defendant, ipso facto, lose all advantage of the time herein granted, and the plaintiff may order execution forthwith for the whole amount without giving any manner of notice to the defendants, or either of them, and without putting them, or either of them, in delay. Recorded 5th June, 1838.

A recorded judgment against Stafford, in favor of Dunwoody, for the sum of $1,086, with ten per cent. per annum interest from the 1st of January, 1837, until paid, and cost of suit. Recorded 5th June, 1838.

A recorded judgment against J. S. Stafford and P. M. Cuney, in solido, in favor of E. P. King, for the sum of $421, with 5 per cent.

interest from 23d January, 1838, and $4 cost of protest and cost of suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and others, in favor of R. Chew, for the sum of $2,300, with 10 per cent. per annum interest from 8th February, 1837, and $4 cost of protest and cost of suit. Recorded 11th June, 1840.

A recorded judgment against P. M. Cuney and J. S. Stafford, in solido, in favor of Clarissa Cuney, for the sum of $500, with 10 per cent. per annum interest thereon from the 4th of May, 1835, and cost of suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and others, in solido, in favor of Joel K. Mead, for the sum of $7,000, with 10 per cent. per annum interest thereon from 22d March, 1839, until paid, and $4 cost of protest and cost of suit. Recorded 11th June, 1840.

A recorded judgment against Jeanetta Kirkland and her husband, Josiah Stafford, in favor of Susan P. Rogers, for the sum of $500; and that as to Rose Villain and husband, A. Prescott and N. Villain, she recover nothing, but that they have judgment as in case of non suit; the plaintiff is ordered to pay one-fourth of the cost of the suit, and each of the defendants one-fourth of this suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and others, in solido, in favor of D. Cheney, adm'r., for the sum of $897 $\frac{77}{100}$, with ten per cent. interest, from the 28th December, 1837, and cost of suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and others, in solido, in favor of Garguet, Ransh & Co., for the sum of $779 74, with ten per cent. per annum interest, from 2d January, 1838, until paid, and cost of suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and others, in solido, in favor of Thomas M. McCrory, for the sum of $525, with 5 per cent. interest from 4th February, 1838, and $4 cost of protest, and cost of suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and E. H. Flint, in solido, in favor of Smith, Wright, Lyons & Co., for the sum of $1,877 40, with 5 per cent. interest from 3d November, 1838, and $4 cost of protest, and cost of suit. Recorded 11th June, 1840.

A recorded judgment against J. S. Stafford and others, in solido, in favor of Foster & Easton, for the sum of three thousand dollars, with 10 per cent. interest from 4th February, 1839, until paid, and cost of suit. Recorded 11th June, 1840.

And that no other mortgages, special or judicial, exist on the records of my office, operating upon the property in this certificate first particularly described, to wit: The property mortgaged by J. S. Stafford and wife, to the New Orleans Canal and Banking Company, in the name of J. S. Stafford and wife, that can prejudice the same.

It is now certified that there does exist, on the records of my office,

a receipt from Mrs. Jeanetta Kirkland and her husband, J. S. Stafford, to John M. Jett, for the sum of twelve hundred and forty-five dollars, it being the interest of Mrs. Stafford, as one of the heirs of the succession of Tabitha Jett, deceased, in and to said estate; also a receipt from the same to the same, for certain promissory notes amounting to the sum of $260, besides interest on the same amount. Recorded 11th March, 1835.

A receipt of J. S. Stafford on account of his wife, Mrs. Jeanetta Kirkland, on the final partition of the estate of Edward Kirkland and Mrs. Celeste Rogers, of which said estate the said Mrs. Stafford was heir for the sum of fifty-eight thousand one hundred and thirty-six dollars 7½ cents. Recorded 2d November, A. D. 1838.

A provisional partition of the estate of Mrs. Celeste Rogers was made and concluded on the 16th July, 1836, by which said partition the portion of Mrs. Stafford, as an heir of said succession, was fixed at $35,523 66⅔; for particulars of the manner in which Stafford received the said amount, see said partition; it was recorded 16th July, 1836.

A receipt of J. S. Stafford, in behalf of his wife, Mrs. Jeanetta Kirkland, as heir of Edward Kirkland, deceased, for the sum of seven thousand four hundred and forty dollars. Recorded 5th May, 1836.

Given under my hand and seal of office, as parish judge, in and for the parish of Rapides, on the 7th day of August, 1840.

(Signed) GEO. R. WATERS, *Parish judge.*

When, on said conditions, Isaac Thomas became the purchaser of the slaves, as first herein above described, for the price of ten thousand three hundred and fifty dollars, the receipt of which is hereby acknowledged.

Now, therefore, know all men by these presents, that I, the said sheriff, do, in consideration of the premises, and by virtue of the act in such case made and provided, grant, bargain, sell, assign, and set over, to the said Isaac Thomas, his heirs, and assigns, all the above described slaves, and all the right, title, interest, and demand which the said J. S. Stafford and wife had in or to the said slaves on the eighth day of August, 1840, or at any time since had in or to said slaves, or any part thereof, to hold the same to the said Isaac Thomas, his heirs and assigns, forever.

In testimony whereof I have hereunto placed my official signature, this eighth day of August, in the year of our Lord one thousand eight hundred and forty, and in the sixty-fifth year of the independence of the United States of America. J. M. WELLS, *Sheriff.*

In presence of—W. CROMPTON,
E. H. FLINT.

Filed and duly recorded, this 25th August, 1840.
C. V. LEDOUX, *Clerk.*

Filed August 29th, 1840, and duly recorded in conveyance book S, pages 304, 5, and 6.

GEO. R. WATERS, *Par. judge.*

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, keeper of the records of deeds and mortgages of said parish of Rapides, do certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand, and seal of office, as recorder for the parish of Rapides, this 15th day of October, 1849.

[L. S.] J. A. THOMS, *Recorder.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court, in and for the said parishes of Rapides and Avoyelles, do hereby certify, that the foregoing attestation is made in due form of law, and by the proper officer, James A. Thoms.

Given under my hand, at chambers, in the parish of Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th district.

Clerk's office, parish of Rapides, 13th judicial district, State of Louisiana.

I, Josiah Hale, clerk of the district court of the 13th judicial district, State of Louisiana, for the parish of Rapides, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was at the date thereof, sole judge in and for the 13th judicial district of the State of Louisiana, presiding in and for the parishes of Rapides and Avoyelles, and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand and seal of said court, at Alexandria, parish of Rapides, this 23d day of October, 1849.

[L. S.] JOSIAH HALE, *Clerk.*

The following document was read in evidence by complainants, on the trial of this cause, without objection, the same having been filed as evidence by complainants on the 6th day of May, A. D. 1850.

No. 4.

Mortg. Thomas & Wife to Canal Bank. Co. Read in evidence by complainants without objection.

THE UNITED STATES OF AMERICA,
State of Louisiana, parish of Rapides.

Be it remembered, that on this fifteenth day of September, in the year of our Lord eighteen hundred and forty, before me, George Richard Waters, parish judge and ex officio notary public, in and for the parish of Rapides, State of Louisiana, duly commissioned and qualified, and the undersigned witnesses, personally came and appeared Isaac

Thomas and Mrs. Emeline Hubbard Flint, his wife, of the age of majority, and by him, the said husband, duly authorized, both inhabitants of the parish and State aforesaid, who declared, that whereas they have this day made their joint and several obligation in favor of the New Orleans Canal and Banking Company, with Ebenezer H. Flint, as security for the sum of ten thousand dollars, payable on the twenty-first day of October, in the year of our Lord one thousand eight hundred and forty-one, fixed at their office of discount and deposit at Alexandria, parish of Rapides, being for a loan of money granted by the said corporation to the said Isaac Thomas and wife, which sum they do acknowledge to have received, renouncing the exception "non numerata pecunia," and which obligation is by me identified with these presents.

Now, therefore, to secure the full and punctual payment of the said sum of money, according to the tenor of the said obligation, the said appearer declared that they do by these presents mortgage and hypothecate unto the New Orleans Canal and Banking Company, all and singular the property hereinafter described, to wit:

1st. A certain tract or parcel of land, situate in the vicinity of the town of Alexandria, bounded on two sides by lands of the said I. Thomas, on one end by lands of Mrs. E. Baillio, and on the other by lands belonging to said Thomas, being part of the land known as the town tract, and containing the quantity of fifty-six $\frac{37}{100}$ arpents, being the same acquired by this appearer at a probate sale of the succession of Alexander Fulton, deceased, on the 3d day of March, 1837.

2d. A certain piece or parcel of land, situate, lying, and being in the parish of Rapides, in the rear of the town of Alexandria, being part of the land acquired by Russel H. McWaters, in his lifetime, at a probate sale of the property belonging to the succession of Alexander Fulton, deceased, and the same land purchased [by] B. F. Fulton, at the probate sale of the property of Russel H. McWaters, deceased, and conveyed by the said Fulton to the said Thomas, on the 11th day of April, 1838, and containing the quantity of forty $\frac{33}{100}$ arpents, together with all the improvements and appurtenances thereon.

3d. A certain piece or parcel of land situated in the parish of Rapides, in the rear of, and near the town of Alexandria, containing the quantity of thirty-one $\frac{1}{4}$ arpents, being part of the same purchased by George Y. Kelso, at a probate sale of the succession of George Gorton, deceased, on the 2d January, 1837, and conveyed to the said I. Thomas by the said Kelso, on the 4th January, 1837, and as per agreement recorded in the parish judge's office of Rapides, with the proces verbal, and account of sales of the succession of said George Gorton.

4th. The following named and described slaves, to wit: Ben, aged 36; William, 28; Edmond, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Willis, 22; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britten, 22; Austin, 18; Denis, 12; Richard, 10; Tom, 17; Mary, 38; Charlotte, 29; Maria, 40, America, 18;

Cynthia, 42; Maria Johnson, 19; Vicey, 24; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minty, 14; Mardy, 10, Nancy, 14; Peggy, 9; Fanny, 33; Mary Hoa, 20; Judy 21; Maria, 6; and Pleasant, 14; together with their future increase, and the increase since 11th of May, 1836, being the same acquired by the said I. Thomas at a sheriff's sale, as the property of Josiah S. Stafford. They, the said Isaac Thomas and Mrs. Emeline H. Thomas, binding themselves not to alienate, deteriorate, or encumber the said mortgaged premises and slaves to the prejudice of this mortgage, and hereby confessing judgment of the said sum of money to be paid as aforesaid. And the said Mrs. Emeline H. Thomas declared, that in becoming a party to these presents, it is her wish and intention to release in favor of the said corporation the above described lands and slaves from any claim, mortgage, or privilege whatsoever, which she now has, or might hereafter have, whether resulting from her marriage with the said Isaac Thomas or otherwise.

Whereupon, I, the said judge, did inform the said Mrs. Emeline H. Thomas, apart and out of the hearing of her husband, that she had, by law, a legal mortgage upon all the property of her said husband, for the restitution of her dotal effects, whether brought in marriage or subsequently acquired, for the restitution of her paraphernal effects of which her said husband had the administration or enjoyment; for debts contracted by her with her said husband and for nuptial presents. And the said Mrs. Emeline H. Thomas did thereupon declare unto me, that she was fully aware of, and acquainted with, the nature and extent of the claims and privileges thus secured to her by law on the property of her said husband; and that nevertheless she persisted in her intention to approve and ratify this act, and to release all her claims, mortgages, and privileges in favor of the said corporation, for the purposes aforesaid. And the said Isaac Thomas being now present, aiding and authorizing his said wife in the execution of these presents, she, the said Mrs. Emeline H. Thomas declared, that she did and does hereby formally renounce in favor of the said New Orleans Canal and Banking Company, and for the purposes aforesaid, all her said rights, claims, and privileges, and particularly the general and tacit mortgage hereinbefore mentioned, hereby consenting to postpone her said rights in favor of the mortgage hereinbefore granted, and binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation and mortgage. And the said Isaac Thomas and Mrs. Emeline H. Thomas further declared, that they did renounce, for themselves and their heirs, the benefit of any laws, heretofore promulgated or enacted, or which may be hereafter made or promulgated, requiring property seized on any species of execution to be appraised or sold on any credit whatsoever, they, the said Isaac Thomas and Mrs. Emeline H. Thomas, hereby consenting and agreeing, that if the said sum of ten thousand dollars shall not be paid when the same shall become due, according to the tenor and effect of the said obligation and this act, and according to the true intent and meaning of an act of the

legislature of the State of Louisiana, passed on the fifth day of March, in the year of our Lord one thousand eight hundred and thirty-one, entitled "An act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes," then the said New Orleans Canal and Banking Company may obtain an order of seizure and sale, and sell the above described mortgaged premises and slaves by public auction to the highest bidder for cash, and without appraisement, after an advertisement of thirty days.

As a certificate of mortgages is to accompany this act, its insertion herein is hereby waived and dispensed with. This act of mortgage is accepted by the New Orleans Canal and Banking Company of the Office of Discount and Deposit, at Alexandria, signing by their authority and in their behalf.

Thus done and passed at the parish of Rapides, on the day and year first above written, in presence of W. G. Medary and S. E. Cuney, witnesses of lawful age, and domiciliated in this parish, who have signed these presents with the said parties, and me, the said judge.

J. THOMAS,
E. H. THOMAS.

Witnesses—
W. G. MEDARY,
S. E. CUNEY.

Done and passed before me.

GEORGE R. WATERS,
Parish Judge.

Filed September 15th, 1840. Recorded in mortgage book F, pages 317, 318, and 319.

GEORGE R. WATERS,
Parish Judge.

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, keeper of the records of deeds and mortgages for said parish of Rapides, do certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and seal of office as recorder for the parish
[L. S.] of Rapides, this 15th day of October, 1849.

J. A. THOMS, *Recorder.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, of the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court, in and for the said parishes of Rapides and Avoyelles, do hereby certify, that the foregoing attestation is made in due form and by the proper officer, James A. Thoms.

Given under my hand at chambers, in Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th dist.

Clerk's office, district court, 13th judicial district, State of Louisiana, parish of Rapides.

I, Josiah Hale, clerk of the district [court] of the parish of Rapides, for the thirteenth judicial district, in and for the State of Louisiana, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was at the date thereof, sole judge in and for the thirteenth judicial district, in and for the State of Louisiana, presiding in and for the parishes of Rapides and Avoyelles; and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand, and the seal of said court, for the said parish of Rapides aforesaid, at Alexandria, this 23d day of October, [L. S.] 1849. JOSIAH HALE, *Clerk.*

The following deed from Mr. Flint to J. Thomas, was offered in evidence by complainants on the hearing of this cause; the reading thereof was objected to by defendants; objections overruled, and the same was then read by complainants as evidence, the same having been filed by complainants on the 6th May, 1850.

Exhibit No. 5.

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

Probate court, Rapides.

Judgment.—Mr. Flint vs. I. Thomas; objected to, and objection overruled, and read in evidence by complainants.

The law and the evidence in this case being in favor of the plaintiff's demand, and the account rendered by the defendants having been examined, and no objection having been made thereto by the plaintiffs, it is ordered, adjudged, and, decreed, that the account rendered by the defendant be, and the same is hereby, homologated and approved, except so far as compound interest is allowed thereon, and reserving to the plaintiff, Adelia E. Flint, the right to call upon the defendant hereafter, for an account of the crops and revenues of the community property, produced during the year 1842; and it is further ordered, adjudged, and decreed that the plaintiff, Adelia E. Flint, wife of Ebenezer H. Flint, do recover from the defendant, Isaac Thomas, the sum of seven hundred and eight dollars and twenty-six cents, ($708.26,) with interest thereon at the rate of five per centum per annum, from the first day of February, 1834, to the first day of March, 1842; and the further sum of eight thousand three hundred and ten dollars and twenty-six cents, ($8,310.26,) with interest thereon at the rate of five per centum per annum, from the first day of February, 1835, to the first day of November, 1842; and the further sum of twenty thousand three hundred and fifteen dollars and sixty-eight cents, (20,315.68,) with interest thereon

at the rate of five per centum per annum, from the first day of February, 1836, to the first day of November, 1842; and the further sum of eleven thousand five hundred and seventy-four dollars, and fifteen cents, ($11,574.15,) with interest thereon, at the rate of five per centum per annum, from the first day of February, 1837, to the first day of November, 1842; and the further sum of seven thousand five hnudred and eighty-one dollars and four cents, ($7,581.04,) with interest thereon at the rate of five per centum per annum, from the first day of February, 1838, to the first day of November, 1842; and the further sum of twelve thousand seven hundred and eighty-seven dollars and thirty-nine cents, ($12,787.39,) with interest thereon, at the rate of five per centum per annum from the first day of February, 1839, to the first day of November, 1842; and the further sum of nine thousand six hundred and eighty-one dollars and ninety-eight cents, ($9,681.98,) with interest thereon at the rate of five per centum per annum from the first day of February, 1840, to the first day of November, 1842; and the further sum of four thousand two hundred and fifty-three dollars and six cents, ($4,253.06,) with interest thereon at the rate of five per centum per annum from the first day of February, 1841, to the first day of November, 1842; and the further sum of nine thousand two hundred and sixty-three dollars and fifty-two cents, ($9,263.52,) with interest thereon at the rate of five per centum per annum from the first day of February, 1842, to the first day of November, 1842; the whole of the aforesaid sums, principal and interest on each, to the first day of November, 1842, to bear interest at the rate of five per centum per annum from the said first day of November, 1842, until paid; and it is further ordered, adjudged, and decreed, that the plaintiff, Adelia E. Flint, do have the benefit of a legal and tacit mortgage to secure the payment of the whole of the aforesaid sums, with interest as aforesaid, on all the real estate and slaves owned by the defendant, Isaac Thomas, on the 6th day of June, eighteen hundred and thirty-three, (1833,) or at any time thereafter, said mortgage to have rank and date from the sixth day of June, 1833; and it is further ordered, adjudged, and decreed, that the defendant pay the costs of this suit to be taxed.

Done and signed in open court, this 16th day of November, eighteen hundred and forty-two, (1842.)

GEO. R. WATERS,
Par. Judge.

Filed November 16th, 1842.

M. R. AIRAIL,
Dy. Clerk.

State of Louisiana, 13th judicial district, parish of Rapides, clerk's office.

I, Josiah Hale, clerk of the thirteenth judicial district court, of the State of Louisiana, in and for the parish of Rapides, do hereby certify, that the

above and foregoing, is a true copy from the original on file and of record in my office.

In testimony whereof I have hereunto signed my name, and affixed the seal of my office, at Alexandria, on this fourteenth day of September, A. D. 1849.

[L. S.]

JOSIAH HALE, *Clerk.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, State of Louisiana, composed of the parishes of Rapides and Avoyelles, and the presiding judge in and for the said parishes, do certify, that the foregoing attestation of Josiah Hale, clerk of the said court in and for the said parish of Rapides, is in due form.

Given under my hand at chambers, this 3d day of October, 1849.

RALPH CUSHMAN,
Judge 13th dist.

The following document was offered in evidence by complainants on the hearing of this cause; the reading was objected to by defendants, which objections were overruled, and the same were then read in evidence; the same having been filed as evidence by complainants on the 6th day of May, A. D. 1850.

No. 1768.

No. 6.—Execution, Flint vs. Thomas. Objected to, and objections overruled, and read in evidence by complainant.

STATE OF LOUISIANA,
Probate court, parish of Rapides.

The State of Louisiana, to the sheriff of the parish of Rapides, greeting:

Whereas Adelia E. Flint, wife of Ebenezer H. Flint, on the 16th day of November, one thousand eight hundred and forty-two, obtained a judgment in the aforesaid court against Isaac Thomas for the sum of 708 $\frac{14}{100}$, with five per cent. per annum interest thereon, from February 1st, 1834, to 1st November, 1842; and the further sum of $8,300 $\frac{88}{100}$, with interest at 5 per cent., from February 1st, 1835, to 1st November, 1842; and the further sum of $20,315 $\frac{88}{100}$, with 5 per cent. interest, from February, 1836, to 1st November 1*st*, 1842; and the further sum of $11,574 $\frac{14}{100}$, with 5 per cent. interest from February 1st, 1837, to November 1st, 1842; also $7,480 $\frac{14}{100}$, with 5 per cent. interest from February 1st, 183–, to November 1st, 1842; also $12,987 $\frac{33}{100}$, with 5 per cent. interest, from February 1st, 1839, to November 1st, 1842; also $9,680 $\frac{33}{100}$, with 5 per cent. interest, [from] February 1st, 1840, to November 1st, 1842; also $4,253 $\frac{14}{100}$, with 5 per cent. interest, from February 1st, 1841, to November 1st, 1842; also $9,263 $\frac{55}{100}$, with 5 per cent. interest, from February 1st, 1842, to November 1st, 1842; and the whole of said sums, principal and interest, on each to the 1st Novem-

ber, 1842, to bear 5 per cent. interest per annum, from said 1st November, 1842, until paid, with a legal and tacit mortgage on all the property of the defendant, to take date from June 6th, 1843, and for the costs of suit, which costs amount to five $\frac{00}{100}$ dollars, exclusive of sheriff's fees; subject to a credit of \$46,030 $\frac{00}{100}$, on 7th March, 1843, and \$500 $\frac{00}{100}$ on April 1st, 1843.

Therefore, you are hereby commanded, in the name of the State of Louisiana, and of the said court, to seize the property, real and personal, rights and credits, of the said Isaac Thomas, and to sell them according to law, to satisfy said judgment, and make return hereof in seventy days.

Witness the honorable G. R. Waters, judge of the said court, this 8th day of April, one thousand eight hundred and forty-four, and the 68th year of the independence of the United States.

M. R. AIRAIL, [L. S.]
Dy. clerk.

Received, Monday, 8th April, 1844; and on this day, the 30th day of May, A. D. 1844, duly executed the within writ, by seizing all the right, title, and interest of Isaac Thomas, in and to the following described slaves, to wit, of the name and age as follows: Ben, aged about 44 years; Edmund, 35; Sam Rogers, 42; Bob, 28; George Lee, 27; Dick, 23; Willis, 30; Little Ben, 25; Wallace, 23; Stephen, 24; Big Lewis, 35; Levi, 25; Frank, 27; Button, 30; Austin, 26; Tom, 25; Charlotte, 27; Minty, 22; Maudy, 18; Cynthia, 50; Charity, 46; Violet, 24; Chloe, 25; Venus, 25; America, 26; Maria Johnson, 24; Nancy, 22; Peggy, 17; Fanny, 41; Judy, 28; Maria, 48, and Pleasant, 22; and notice of seizure and the delays, required by law, having been waived, as well as all legal formalities, the said negroes were advertised in three public places in this parish, to be sold at the plantation of William M. Stafford, on bayou Bœuff, on Saturday, the sixth day of July, A. D. 1844, for cash, with the benefit of appraisement; and not having sufficient time to complete all the sheriff's sales on that day, this sale was adjourned over to Monday, the 8th day of July, A. D. 1844; at which last mentioned time I repaired to the place of sale designated, and the defendant, Isaac Thomas, as well as J. S. Stafford and his wife, Mrs. J. Stafford, who were in possession of the above described slaves at the time of seizure, having waived the necessity of an appraisement, I proceeded to cry said slaves, for cash, without regard to appraisement, first reading in an audible voice the notice declaring the nature and description of the property offered, and also reading in an audible voice the certificate of the parish judge of the parish of Rapides, which I obtained for the purpose of showing the liens existing on said slaves; having declared that the same would be sold subject to all liens and hypothecations, of whatsoever kind the same may be burdened, when, on said terms and conditions, the New Orleans Canal and Banking Company became the purchasers, by their attorney, H. M. Hyams,

esq., for the price and sum of one thousand dollars, which amount has been credited on this writ. Alexandria, 12th July, 1844.

CHARLES S. LECKIE,
Dy. sheriff.

Filed March 13th, 1845.

M. R. AIRAIL, *Dy. clerk.*

Received from William R. Leckie, sheriff, the sum of nine hundred and fifty-five dollars and fifty cents, he retaining in his hands forty-five $\frac{5}{100}$ dollars, for sheriff's fees, making one thousand dollars, being the purchase money on the sale of property at sheriff's sale herein, 8th July, 1846, to the New Orleans Canal and Banking Company.

E. H. FLINT,
For A. E. FLINT,
E. H. FLINT.

Clerk's office, in and for the parish of Rapides, 13th judicial district, State of Louisiana.

I, Josiah Hale, clerk of *of* the district court, in and for the parish of Rapides, State of Louisiana, do hereby certify, that the above and foregoing is a true and correct copy of the original writ and return (No. 1,768) on file and of record in my office.

Given under my hand, and the seal of the said court, at Alexandria, [L. S.] this 22d day of October, A. D. 1849.

JOSIAH HALE, *Clerk.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court, in and for said parishes, do hereby certify, that the foregoing attestation of Josiah Hale, clerk aforesaid, is in due form.

Given under my hand at chambers, at Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th district.

The following document was offered in evidence by complainants on the hearing of this cause, the reading thereof was objected to by defendants, and their objections were sustained by the court; the same having been filed by complainants as evidence on the 6th day of May, A. D. 1850.

No. 2,223.

No. 7.—Canal Banking Company vs. I Thomas. Order of seizure and sale offered in evidence by complainants, objected to by defendants, and objections sustained.

DISTRICT COURT,
Parish of Rapides, the State of Louisiana.

To the sheriff of the parish of Rapides, greeting:

NEW ORLEANS CANAL and Banking Company
vs.
ISAAC THOMAS. } No. 2,223.

You are hereby commanded, in the name of the State of Louisiana, of the district court of the parish of Rapides, to seize and sell, according to law, for cash, without appraisement, the following described property and slaves, to wit: 1st. A certain tract or parcel of land situated in the vicinity of the town of Alexandria, bounded on the two sides by lands of the said Isaac Thomas, on one side by lands of Mrs. E. Baillio, and on the other by lands belonging to the said Thomas, being part of the land known as the Town tract, and containing the quantity of fifty-six $\frac{37}{100}$ arpents, being the same acquired by this appearer at the public sale of the succession of Alexander Fulton, deceased, on the 3d day of March, 1837. 2d. A certain piece or parcel of land situated, lying, and being in the parish of Rapides, in the rear of the town of Alexandria, being part of the land acquired by Russel H. McWaters, deceased, and conveyed by the said Fulton to the said Thomas on the 10th day of April, 1838, and containing the quantity of forty $\frac{37}{100}$ arpents, with all the improvements and appurtenances thereon. 3d. A certain piece or parcel of land situated in the parish of Rapides, in the rear of and near the town of Alexandria, containing the quantity of thirty-one $\frac{1}{4}$ arpents, being part of the same purchased by Geo. Y. Kelso, at the probate sale of the succession of George Gorton, deceased, on the 2d January, 1837, and conveyed to the said I. Thomas by the said Kelso, 4th January, 1837, as per agreement, recorded in the parish judge's office of Rapides, with the proofs verbal, and account of sale of the suc. of said George Gorton. 4th. The following named and described slaves, to wit: Ben, aged 36; William, 28; Edmund, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 52; Friday, 49; Alonzo, 26; George Lee, 19; Dick, 15; Willis, 22; L. Ben, 19; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britton, 22; Austin, 18; Denis, 12; Richard, 10; Tom, 17; Mary, 28; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnson, 19; Vicey, 24; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minty, 14; Mardy, 10; Nancy, 14; Peggy 9; Fanny, 33; Mary Hoe, 20; Judy, 21; Maria, 6; and Pleasant, 14; together with their future increase, and their increase since 11th May, 1836, being the same acquired by the said Isaac Thomas at a sheriff's

sale as the property of Josiah S. Stafford, to satisfy the plaintiff's demand, to wit, six thousand eight hundred and three dollars, with 8 per cent. per annum interest from October 21st, 1843, and the cost of this proceeding; and what you do in the premises you make return thereof, together with this writ, to our said court within seventy days.

Witness the honorable Henry Boyce, judge of said court, this 22d day of May, in the year of our Lord one thousand eight hundred and forty-four, and in the 68th year of the independence of the United States.

[L. S.] M. R. AIRAIL, *Dep. Clerk.*

The slaves seized in this case having been sold under a writ of prior mortgage, and having [been] instructed not to seize the balance of the property, it is therefore returned, July 8th, 1844.

Filed March 13th, 1845.

CHAS. LECKIE, *Deputy Sheriff.*
M. R. AIRAIL, *Deputy Clerk.*

Clerk's office, in and for the parish of Rapides, 13th judicial district, State of Louisiana.

I, Josiah Hale, clerk of district court of the State of Louisiana in and for the parish of Rapides, do hereby certify, that the above and foregoing is a true and correct copy of the original writ and return on file and of record in my office.

Given under my hand and the seal of said court, at Alexandria, this 22d day of October, A. D. 1849.

JOSIAH HALE, *Clerk.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court in and for said parishes, do hereby certify, that the foregoing attestation of Josiah Hale, clerk aforesaid, is in due form.

Given under my hand at chambers, at Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th district.

The following deed, by William R. Leckie, sheriff, to the New Orleans Canal and Banking Company, was filed, as evidence by complainants, on the 13th day of May, A. D. 1850; and, on the hearing of this cause, was offered in evidence by complainants. The defendants objected to the reading thereof, the objections were overruled, and the same was then read in evidence. Afterwards, on the 24th day of May, A. D. 1850, the same was rejected as evidence, on the motion of defendants for a reconsideration of the opinion of the court admitting the same:

W. R. Leckie—deed—to Canal Bank.

Whereas I, William Robert Leckie, sheriff of the parish of Rapides, State of Louisiana, by virtue of a writ of fieri facias, issued out of the probate court in and for said parish and State, and to me directed, against the goods and chattels, lands and tenements, rights and credits of Isaac Thomas, defendant, at the suit of Adelia E. Flint and husband, plaintiffs, did seize all the right, title, and interest of the said defendant Isaac Thomas, in and to the following described slaves of the names and ages as follows, to wit: Ben, aged 44 years; Edmund, 35; Sam Rogers, 42; Bob, 28; George Lee, 27; Dick, 23; Willis, 30; Little Ben, 25; Wallace, 23; Stephen, 24; Big Lewis, 35; Levi, 25; Frank, 27; Brittain, 30; Austin, 26; Tom, 25; Charlotte, 37; Minty, 22; Mardy, 18; Cynthia, 50; Charity, 46; Violet, 24; Chloe, 35; Venus, 25; America, 26; Maria Johnson, 27; Vicey, 32; Nancy, 22; Peggy, 17; Fanny, 41; Judy, 28; Maria, 48; and Pleasant, 22 years.

And notice of seizure and the delays required by law having been waived, as well as all legal formalities, the said slaves were duly advertised in three public places in this parish, viz, at Cheneyville, at Cotile, and at the court-house door in the town of Alexandria, to be sold at the plantation of William M. Stafford, on bayou Bœuff, on Saturday the 6th day of July, A. D. 1844, for cash, with the benefit of appraisement; and not having sufficient time to complete all the sheriff's sale on that day, this sale (with others) was adjourned over to Monday the 8th day of July, 1844; at which last mentioned time I repaired (by deputy) to the place of sale designated; and the defendant, Isaac Thomas, as well as Josiah S. Stafford and his wife, Mrs. Jeanetta Stafford, who were in possession of the above described slaves at the time of seizure, having waived the necessity of appraisement, and proceeded to cry said slaves for cash without regard to appraisement; first reading in an audible voice the notice declaring the nature and description of the property offered; and also reading in an audible voice the certificate of the parish judge of the parish of Rapides, which I obtained for the purpose of showing the liens existing on said property, making known that the said slaves would be sold subject to all privileges and hypothecations of whatsoever kind with which they may be burthened, said certificate bearing date the 6th day of July, 1844, and being in the words and figures following, to wit:

STATE OF LOUISIANA,
Parish of Rapides.

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

CANAL BANK
vs.
ISAAC THOMAS.

I do hereby certify, that there exists on the records of my office—
A special mortgage, in the name of Isaac Thomas and wife, in favor

of New Orleans Canal and Banking Company, for the sum of ten thousand dollars, payable on the 21st October, 1841, fixed, operating on the following slaves, to wit: Ben, aged 36; William, 28; Edmond, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 22; Friday, 40; Alonzo, 26; Geo. Lee, 19; Dick, 15; Willis, 23; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Brittain, 22; Austin, 18; Dennis, 12; Richard, 10; Tom, 17; Mary, 28; Charlotte 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnson, 19; Vicey, 24; Charity, 38; Hester, 34, Violet 16; Cloe, 27; Venus, 17; Minty, 14; Mardy, 10; Nancy, 14; Peggy, 9; Fanny, 33; Mary Hed, 20; Judy, 21; Maia, 6; and Pleasant, 14, together with their increase, and the increase since 11th May, 1836, being the same acquired by the said Isaac Thomas at a sheriff's sale of the property of J. S. Stafford, on the 8th August, 1840. Recorded 15th Sept., 1840.

A recorded judgment against Isaac Thomas, C. Beamon, E. H. Flint, in solido, in favor of F. Bucker, for the sum of $392, with 10 per cent. per annum interest from 4th January, 1838. $4 protest and costs. Recorded 11th June, 1840.

A recorded judgment against Isaac Thomas and others, in solido, in favor of J. K. Mead, for the sum of $7,000, with ten per cent. interest, from 22d March, 1839. $4 protest and costs of suit. Recorded 11th June, 1840.

A recorded judgment against Isaac Thomas and others, in favor of Foster and Easton, for $3,000, with interest at the rate of 10 per cent., from 4th February, 1839, and costs of suit. Recorded 11th June, 1840.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Moses Wagner for $3,000, with 10 per cent. interest from 4th April, 1839. $4 protest and costs of suit. Recorded 6th July, 1841.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Silas Wood, for $1,071, with 10 per cent. interest from 5th June, 1440. $4 protest and costs of suit. Recorded 6th Jan., 1841.

A recorded judgment against Thomas Hooper and J. Thomas, in solido, in favor of H. M. Hyams, ex'r, for $100, with ten per cent. interest from 13th March, 1839, and costs of suit. Recorded 29th June, 1841.

A recorded judgment against Isaac Thomas and others, jointly and severally, in favor of Union Bank of Louisiana, for $3,800, with 7 per cent. interest from 14th November, 1837. $5 protest and costs. Recorded 29th June, 1841.

A recorded judgment against E. H. Flint, I. Thomas, and others, in solido, in favor of James Reed, for the use of Spear and Patten, for $1,485 $\frac{1}{100}$, with ten per cent. interest from 20th March, 1839. $4 $\frac{1}{100}$ protest and costs of suit. Recorded 26th January, 1842.

A recorded judgment against J. Kirkland, wife of I. S. Stafford, and Isaac Thomas, in favor of J. Dunwoody and Sheriff, for $4,475 and costs of suit. Recorded 26th January, 1842.

A recorded judgment against J. S. Stafford, Flint, and Thomas, in solido, in favor of Silas Wood, for $576 $\frac{00}{100}$, with ten per cent. interest from 30th April, 1841. Recorded 26th January, 1842.

A recorded judgment against Eliza Griffin and Isaac Thomas, in solido, for ten per cent. interest as damages on the amount of $1,100 and costs. Recorded 19th June, 1841.

A recorded judgment against Isaac Thomas in favor of Adelia E. Flint and husband, for the following amounts, to wit: for the sum of $708 $\frac{00}{100}$, with 5 per cent. interest from 1st February, 1834, to 1st November, 1842; and the further sum of $8,310 $\frac{00}{100}$, with 5 per cent. per annum interest from 1st February, 1835, to 1st November, 1842; and the further sum of $20,315 $\frac{00}{100}$, with 5 per cent. interest from 1st February, 1836, to 1st November, 1842; and the further sum of $11,574 $\frac{00}{100}$, with interest thereon at 5 per cent. from 1st February, 1837, to 1st November, 1842; and the further sum of $7,481 $\frac{00}{100}$, with interest at the rate of 5 per cent. from 1st February, 1838, to the 1st of November, 1842; and the further sum of $12,789 $\frac{00}{100}$, with interest at the rate of 5 per cent. from 1st February, 1839, to 1st November, 1842; and the further sum of $9,681 $\frac{00}{100}$, with interest at the rate of 5 per cent. from 1st February, 1840, to 1st November, 1842; and the further sum of $4,253 $\frac{00}{100}$, with interest at the rate of 5 per cent. per annum from 1st February, 1841, to 1st Nov'r, 1842; and the further sum of $9,263 $\frac{00}{100}$, with interest at the rate of 5 per cent. from 1st February, 1842, to the 1st November, 1842; to bear interest at the rate of 5 per cent. from the said 1st day of Nov'r, 1842, until paid. And it is further ordered, adjudged, and decreed, that the plaintiff, Adelia E. Flint, do have the benefit of a legal and tacit mortgage, to secure the payment of the whole of the aforesaid sums, with interest as aforesaid, on all the real estate and slaves owned by the defendant, Isaac Thomas, on the 6th day of June, 1833, or at any time thereafter; said mortgage to have rank and date from the 6th June, 1833, and costs. Recorded 16th Nov'r, 1842.

A recorded judgment against Isaac Thomas, in favor of Seal & Baillio, admrs., for the sum of $1,330, with ten per cent. int. from 17 day of March, 1841, with benefit of mortgage and vendor's privilege for the payment thereof, on the slaves Isaac, and his wife Rose, and their children, Lydia and Louisa. Recorded 21 January, 1843.

A recorded judgment against Isaac Thomas, in favor of F. M. Levesque, for the sum of $524 $\frac{00}{100}$ dollars, with ten per cent. int. from 23d April, 1831, and costs. Recorded 21st Jan'y, 1843.

A recorded judgment against E. H. Flint & Isaac Thomas, in solido, in favor of Hyde & Goodrich, for the sum of $1,168 $\frac{00}{100}$ dollars, with ten per cent. int. from the 4th Nov., 1841, and $4 protest; and the further sum of $1,270 $\frac{00}{100}$, with ten per cent. int. from the 4 Novr., 1842, and costs of suit. Recorded 21 Jan'y, 1843.

A recorded judgment against Thomas C. Scott & Isaac Thomas, for the sum of $1,645, with ten per cent. int. on $1,100 from 1 March,

4322

1828, and at 5 per cent. int. per ann. on $545 $\frac{15}{100}$ from 4 March, 1826, and costs. Recorded 18th Nov'r, 1842.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Mechanics and Traders' Bank, for the sum of $940,w ith interest at the rate of seven per cent. per ann. from the 13th April, 1842, and $5 *cost* protest and costs. Recorded 5 June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the Carrollton Bank, for the sum of $2,000, with interest at the rate of seven per cent. per annum from the 11th Nov'r, 1842, and $5 protest and costs. Recorded 5 June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the N. O. Canal and Banking Co., for the sum of $600, with int. at the rate of 8 per cent. from 28th Jan'y, 1843, and costs of suit. Recorded June 5, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the N. O. Canal and Banking Co., for the sum of $400, with 8 per cent. int. from 5th day of June, 1843, and costs of suit. Recorded June 5th, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Mechanics and Traders' Bank, for the sum of $628, with interest at the rate of seven per cent. from the 29 March, 1843, and $5 protest and costs. Recorded 5th June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Bank of Louisiana, for the sum of $3,667, with interest at the rate of nine per cent'm from the 27th Jan'y, 1842, and $5 $\frac{15}{100}$ protest and costs. Recorded 5th June, 1843.

A recorded judgment against Isaac Thomas and William Waters, in solido, in favor of the Bank of Louisiana, for the sum of $4,400, with interest at the rate of nine per cent. per ann. from the 10th day of December, 1842, and $4 protest and costs of suit. Recorded June 5th, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor [of the] Carrollton Bank, for the sum of $1,943 $\frac{15}{100}$, with int. at 7 per cent. per annum from the 11th day of May, 1842, $5 protest and costs of suit. Recorded 5th June, 1843.

A recorded judgment against Isaac Thomas, in favor of De Soto et als., for the sum of $2,422, with 5 per cent. int. from the 2d Dec'r, 1842, with mortgage and vendor's privilége on certain property therein specified, and costs. Recorded 21st Dec'r, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the New Orleans Gas Light and Banking Company, for the sum of $1,840 $\frac{15}{100}$, with int. at the rate of 7 per cent. from the 18th Jan'y, 1843, $4 protest and costs. Recorded May 18th, 1844.

A recorded judgment against Thomas Hooper and Isaac Thomas, in solido, in favor of N. O. Gas Light and Bkg. Co., for the sum of $789 $\frac{15}{100}$, with interest at the rate of ten per cent. from 18 Jan'y, 1843, and $4 protest and costs. Recorded 18th May, 1844.

A recorded judgment against Isaac Thomas, S. Hooper, and B. F. Fulton, in solido, in favor of the Carrollton Bank, for the sum of $810, with 7 per cent. int. from 28th Oct'r, 1842, and $4 protest and costs of suit. Recorded 18th May, 1844.

A recorded judgment against Isaac Thomas and others, in favor of the Carrollton Bank, for the sum of $810, with 7 per cent. int. from the 28th Oct., 1842, $5 costs, protests, and costs of suit. Recorded May 18th, 1844.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the Bank of Louisiana, for the sum of $540, with 9 per cent. int. from the 21 day of Feb'y, 1843, $4 protest and costs of suit. Recorded May 18th, 1844.

[L. S.] Given under my hand and seal of office, this 6th day of July, 1844.

F. W. BREWER,
Par. Judge.

When, on the terms and conditions above recited, the New Orleans Canal and Banking Company, (by their attorney, Henry M. Hyams,) being the last and highest bidder, became the purchasers of said slaves, for the price and sum of one thousand dollars, the receipt whereof is acknowledged in a credit placed on the writ of the seizing creditor.

Now, therefore, know all men by these presents, that I, the said sheriff, do, in consideration of the premises and by virtue of the act made and provided, grant, bargain, sell, assign, set over, and deliver, unto the President, Directors & Co., of the New Orleans Canal and Banking Company, all the right, title, and interest which the said Isaac Thomas had on the 6th day of June, 1833, or at any time since, in and to said slaves, or any part thereof.

To have and to hold the same to them, the said President, Directors & Co., of the New Orleans Canal and Banking Company, their assigns and successors for ever.

In testimony whereof, I have hereunto placed my official signature at Alexandria, this the twelfth day of July, in the year of our Lord one thousand eight hundred and forty-four.

CHAS. S. LECKIE,
Dy. Sheriff.

In presence of—
R. H. CUNEY,
J. A. THOMS.

A true record, this 12th March, 1845.

M. R. ARIAIL, *Dy. Clerk.*

Clerk's office, district court, parish of Rapides, Louisiana.

I certify the foregoing seven pages to be a true and perfect copy, from the original record in this office.

[L. S.] Given under my hand and the seal of said court at Alexandria, the 4th day of March, A. D. 1850.

M. R. ARIAIL, *Clk.*

STATE OF LOUISIANA,
Thirteenth judicial district,
Parish of Rapides.

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and the presiding judge in and for said parishes, do hereby certify that M. R. Ariail, whose signature is affixed to *to* the foregoing certificate, is, and was at the date thereof, the clerk of said court in and for the parish of Rapides, and that his said attestation is in due form of law.

Given under my hand, at chambers, at Avoyelles, this 8th day of March, 1850.

RALPH CUSHMAN,
Judge 13th dist.

On the 23d day of May, A. D. 1850, the following motion was filed, to wit:

THE CANAL AND BANKING COMPANY
vs.
J. S. STAFFORD & WIFE. } In Chancery.

The counsel of defendants move the court to reconsider the decision upon the admission, as evidence, of the paper purporting to be a deed of sale from W. R. Leckie, sheriff, to the New Orleans Canal and Banking Company, dated the 12th day of July, 1844, and offered by complainants; and the said counsel further moves the court to reject said paper as evidence, because the same is not competent evidence, and for the purpose of showing said incompetency, said counsel now offers to read to the court the certificate, on what purports to be a copy of the same paper, made by M. R. Ariail, dy. clerk, and which was filed on the 6th May, 1850, as proof by complainants; and said counsel does not offer the same in evidence in this cause, but only presents the same as evidence on the question of competency.

May 23d, 1850. ROBERT HUGHES,
For defendants.

And on the 24th day of May, A. D. 1850, the following document was offered by defendants and read in evidence, on the motion to reconsider the admission of a copy of the same paper from the office of the district court in the parish of Rapides, Louisiana, the complainants objecting to the reading of the same.

And, on the 25th day of May, the said document was offered in evidence by the complainants on the hearing of this cause, objected to by defendants, and objections sustained.

No. 8.

Sheriff's deed to Canal Banking Company.

Whereas I, William Robert Leckie, sheriff of the parish of Rapides,

State of Louisiana, by virtue of a writ of fieri facias, issued out of the probate court in and for said parish and State, and to me directed, against the goods and chattels, lands and tenements, rights and credits, of Isaac Thomas, defendant, at the suit of Adelia E. Flint and husband, plaintiffs, did seize all the right, title, and interest of the said defendant, Isaac Thomas, in and to the following described slaves of the names and ages as follows, to wit: Ben, aged 44 years, Edmund, 25; Sam Rogers, 42; Bob, 28; George Lee, 27; Dick, 23; Willis, 30; Little Ben, 25; Wallace, 23; Stephen, 24, Big Lewis, 35; Levi, 25; Frank, 27; Brittan, 30; Austin, 26; Tom, 25; Charlotte, 37; Minty, 22; Mardy, 18; Cynthia, 50; Charity, 46; Violet, 24; Chloe, 35; Venus, 25; America, 26; Maria Johnson, 27; Vicey, 32; Nancy, 22; Peggy, 17; Fanny, 41; Judy, 28; Maria, 48; and Pleasant, 22 years. And notice of seizure and the delays required by law having been waived, as well as all legal formalities, the said slaves were duly advertised in three public places in this parish, viz., at Cheneyville, at Cotile, and at the court-house door, in the town of Alexandria, to be sold at the plantation of William M. Stafford, on bayou Bœuff, on Saturday, the 6th day of July, A. D. 1844, for cash, with the benefit of appraisement; and not having sufficient time to complete all the sheriff's sales on that day, this sale (with others) was adjourned over to Monday, the 8th day of July, 1844; at which last mentioned time I repaired (by deputy) to the place of sale designated; and the defendant, Isaac Thomas, as well as Josiah S. Stafford and his wife, Mrs. Jeanetta Stafford, who were in the possession of the above described slaves at the time of seizure, having waived the necessity of an appraisement, and proceeded to cry said slaves, for cash, without regard to appraisement; first reading in an audible voice the notice declaring the nature and description of the property offered; and also reading in an audible voice the certificate of the parish judge of the parish of Rapides, which I obtained for the purpose of showing the liens existing on said property, making known that the said slaves would be sold subject to all privileges and hypothecations of whatsoever kind with which they may be burthened; said certificate bearing date the 6th day of July, 1844, and being in the words and figures as follows, to wit:

STATE OF LOUISIANA,
Parish of Rapides.

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

CANAL BANK
vs.
ISAAC THOMAS.

I do hereby certify, that there exists on the records of my office a special mortgage in the name of Isaac Thomas and Wife, in favor of the New Orleans Canal and Banking Company, for the sum of ten

thousand dollars, payable on the 21st October, 1841, fixed, operating on the following slaves, to wit: [illegible]en, aged 36; William, 28; Edward, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; Geo. Lee, 19; Dick, 15; Willis, 22; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britton, 22; Austin, 18; Denis, 12; Richard 10; Tom, 17; Mary, 28; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42, Maria Johnson, 19; Vicey, 24; Charity, 38; Hester, 34; Violet, 16; Chloe, 27; Venus, 17; Minty, 14; Mardy, 10; Nancy, 14; Peggy, 9; Fanny, 33; Mary Hed, 20; Judy, 21; Maria, 6; and Pleasant, 14, together with their increase, and the increase since 11th May, 1836, being the same acquired by the said Isaac Thomas, at a sheriff's sale, as the property of J. S. Stafford, on the 8th August, 1840. Recorded 15th September, 1840.

A recorded judgment against Isaac Thomas, C. Beamon, and E. H. Flint, in solido, in favor of F. Rucker, for the sum of $392, with ten per cent. per annum interest from 4th January, 1838; $4 protest and costs. Recorded 11th June, 1840.

A recorded judgment against Isaac Thomas and others, in solido, in favor of J. R. Mead, for the sum of $7,000, with 10 per cent. interest from the 22d March, 1839; $4 protest and cost of suit. Recorded 11th June, 1840.

A recorded judgment against Isaac Thomas and others, in favor of Foster and Easton, for $3,000, with interest, at the rate of ten per cent. from 4th February, 1839, and costs of suit. Recorded 11th June, 1840.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Moses Wagoner, for $3,000, with ten per cent. interest from 4th April, 1839; $4 protest and cost of suit. Recorded 6th July, 1841.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Silas Woods, for $1,071, with ten per cent. int. from 5th June, 1840; $4 protest and costs of suit. Recorded 6th January, 1841.

A recorded judgment [against] Thomas Hooper and I. Thomas, in solido, in favor of H. M. Hyams, ex'r, for $100, with ten per cent. int. from 13th Mar., 1839, and costs of suit. Recorded 29th June, 1841.

A recorded judgment against Isaac Thomas and others, jointly and severally, in favor of Union Bank of Louisiana, for $380, with 7 per cent. int. from 14th Nov., 1837; $5 protest and costs. Recorded 29th June, 1841.

A recorded jugdment against E. H. Flint, I. Thomas, and others, in solido, in favor of James Reed, for the use of Shear & Patten, for $1,485.12, with 10 per cent. int. from 20th Mar. , 1839; $5.50 protest and costs of suit. Recorded 26th Jan'y, 1842.

A recorded judgment against J. Kirkland, wife of J. S. Stafford, and Isaac Thomas, in favor of J. Dunwoody & Sheriff, for $4,475, and cost of suit. Recorded 26th Jan'y, 1842.

A recorded judgment against J. S. Stafford, Flint & Thomas, in solido, in favor of Silas Wood, for 576\frac{31}{100}$, with ten per cent. interest from 30th April, 1841. Recorded 26th Jan'y, 1842.

A recorded judgment against Eliza Griffin and Isaac Thomas, in solido, for ten per cent. interest, as damages on the amount of $1,100, and cost. Recorded 29th June, 1841.

A recorded judgment against Isaac Thomas, in favor of Adelia E. Flint and husband for the following amounts, to wit: For the sum of $708 $\frac{33}{100}$, with 5 per cent. interest from 1st Feb'y, 1834, to 1st Nov., 1842; and the further sum of $8,310 $\frac{66}{100}$, with 5 per cent. per ann. int. from 1st Feb'y, 1835, to the 1st November, 1842; and the further sum of $20,315 $\frac{66}{100}$, with 5 per cent. int. from 1st Feb'y, 1836, to the 1st Nov., 1842; and the further sum of $11,574 $\frac{14}{100}$, with int. thereon at 5 per cent. from 1st Feb'y, 1837, to the 1st of Nov., 1842; and the further sum of $7,481 $\frac{14}{100}$, with int. at the rate of 5 per cent. from 1st Feb'y, 1838, to the 1st November, 1842; and the further sum of $12,787 $\frac{33}{100}$, with int. at the rate of 5 per cent. from 1st Feb'y, 1840, to the 1st Nov. 1842; and the further sum of $9,681 $\frac{33}{100}$, with interest at the rate of 5 per cent. from 1st Febr'y, 1840, to the 1st Nov., 1842; and the further sum of $4,253 $\frac{33}{100}$, with int. at the rate of 5 per cent. per ann. from the 1st Feb'y, 1841, to the 1st Nov., 1842; and the further sum of $9,263 $\frac{33}{100}$, with int. at the rate of 5 per cent. from 1st February, 1842, to the 1st Nov. 1842, to bear int. at the rate of 5 per cent. from the said 1st day of November, 1842, until paid; and it is further ordered, adjudged, and decreed, that the plaintiff, Adelia E. Flint, do have the benefit of a legal and tacit mortgage to secure the payment of the whole of the aforesaid sums, with interest as aforesaid, on all the real estate and slaves owned by the defendant, Isaac Thomas, on the sixth day of June, 1833, or at any time thereafter; said mortgage to have rank and date from 6th June, 1833, and costs. Recorded 16th Nov., 1842.

A recorded judgment against Isaac Thomas, in favor of Teal and Baillio, adm'rs, for the sum of $1,330, with ten per cent. interest from 17th day of March, 1841, with benefit of mortgage and vendor's privilege for the payment thereof, on the slaves Isaac and his wife Rose, and their children, Lydia and Louisa. Recorded 21st January, 1843.

A recorded judgment against Isaac Thomas, in favor of F. M. Levesque, for the sum of $524.29 dollars, with ten per cent. int. from 23d day of April, 1831, and cost. Recorded 21 January, 1843.

A recorded judgment against E. H. Flint and Isaac Thomas, in solido, in favor of Hyde and Goodrich, for the sum of $1,168.60 dollars, with ten per cent. int. from the 4th Nov., 1841, and $4 protest; and the further sum of $1,270.47, with ten per cent. int. from the 4th Nov., 1842, and costs of suit. Recorded 21st Jan'y, 1843.

A recorded judgment against Thomas C. Scott and Isaac Thomas, for the sum of $1,645, with ten per cent. int. on $1,100 from 1st March, 1828, and at 5 per cent. int. per ann. on $545.10 from 4th March, 1826, and costs. Recorded 18 Nov., 1842.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Mechanics and Traders' Bank for the sum of $940, with int.

at the rate of seven per cent. per annum from the 13th April, 1842, and $5 protest and costs. Recorded 5 June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the Carrolton Bank, for the sum of $2,000, with interest at the rate of seven per cent. per annum from the 11th Nov., 1842, and $5 protest and costs. Recorded 5th June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the New Orleans Canal and Banking Company, for the sum of $600, with int. at the rate of 8 per cent. from 28th Jan'y, 1843, and costs of suit. Recorded 5 June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the N. O. Canal & Banking Co., for the sum of $400, with 8 per cent. int. from 5th day of June, 1853, and costs of suit. Recorded June 5, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Mechanics and Traders' Bank, for the sum of $628, with interest at the rate of seven per cent. from 29th March, 1843; $5 protest and costs. Recorded 5 June, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Bank of Louisiana, for the sum of $3,667, with int. at the rate of nine per cent. per ann. from the 27th January, 1842, and $5.50 protest and costs. Recorded June 5, 1843.

A recorded judgment against Isaac Thomas and Wm. Waters, in solido, in favor of the Bank of Louisiana, for the sum of $4,400, with int. at the rate of nine per cent. per annum from the 10th day of December, 1842, and $4 protest and cost of suit. Recorded June 5, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of Carrolton Bank, for the sum of $1,943.46, with int. at 7 per cent. per annum from the 11th day of May, 1842; $5 protest and costs of suit. Recorded 5 June, 1843.

A recorded judgment against Isaac Thomas, in favor of Desoto et als., for the sum of $2,422, with 5 per cent. int. from the 2d Dec., 1842, with mortgage, and vendor's privilege on certain property therein specified, and costs. Recorded Dec'r 21, 1843.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the New Orleans Gas Light and Banking Company, for the sum of $1,846.90, with interest at the rate of 7 per cent. from the 18th Jan'y, 1843: $4 protest and costs. Recorded May 18, 1844.

A recorded judgment against Thomas Hooper and Isaac Thomas, in solido, in favor of New Orleans Gas Light Co., for the sum of $789.10, with int. at the rate of 10 per cent. from 18 Jan'y, 1843, and $4 protest and costs. Recorded 18 May, 1844.

A recorded judgment against Isaac Thomas, T. Hooper, and B. F. Fulton, in solido, in favor of the Carrolton Bank, for the sum of $810, with 7 per cent. from 28th Oct., 1842, and $4 protest and costs of suit. Recorded 18 May, 1844.

A recorded judgment against Isaac Thomas and others, in favor of

the Carrolton Bank, for the sum of $810, with 7 per cent. int. from the 28th Oct.; 1842; $5 costs, protest, and costs of suit. Recorded May 18th, 1844.

A recorded judgment against Isaac Thomas and others, in solido, in favor of the Bank of Louisiana, for the sum of $540, with 9 per cent. int. from the 21st day of Feb'ry, 1843; $4 protest and costs of suit. Recorded May 18, 1844.

Given under my hand and seal of office, this 6th day of July, 1844.

F. W. BREWER, *Par. judge.*

When, on the terms and conditions above recited, the New Orleans Canal and Banking Company, (by their attorney, Henry M. Hyams,) being the last and highest bidder, became the purchasers of said slaves for the price and sum of one thousand dollars, the receipt whereof is acknowledged in a credit placed on the writ of the seizing creditor.

Now, therefore, know all men by these presents, that I, the said sheriff, do, in consideration of the premises, and by virtue of the act in such case made and provided, grant, bargain, sell, assign, set over and deliver, to the President, Directors, and Co. of the New Orleans Canal and Banking Company, all the right, title, and interest which the said Isaac Thomas had on the 6th day of June, 1833, or at any time since, in and to said slaves or any part thereof.

To have and to hold the same to them, the said President, Directors, and Company of the New Orleans Canal and Banking Company, their assigns and successors in office forever.

In testimony whereof I have hereunto placed my official signature, at Alexandria, this twelfth day of July, in the year of our Lord one thousand eight hundred and forty-four.

CHAS. S. LECKIE, *Dy. Sheriff.*

In presence of—
R. H. CUNEY,
J. A. THOMS.

Clerk's office, district court, the 12th March, A. D. 1845.

The foregoing deed was this day filed, and duly recorded in this office.

M. R. ARIAIL, *Deputy Clerk.*

Filed March 12th, 1845, and duly recorded in conveyance book U, fol. 519, 520, 521, and 522.

EDW. C. LECKIE, *N. P.*

STATE OF LOUISIANA,
Parish of Rapides.

I, James A. Thoms, recorder of the parish of Rapides, keeper of the records of deeds and mortgages for said parish of Rapides, do certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and seal of office, as recorder for the parish of Rapides, this 15th day of October, 1849.

[L. S.] J. A. THOMS,
Recorder.

I, Ralph Cushman, sole judge of the thirteenth judicial district of the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court in and for the said parishes of Rapides and Avoyelles, do certify, that the foregoing attestation is made in due form of law, and by the proper officer, James A. Thoms.

Given under my hand at chambers, in the parish of Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th district.

CLERK'S OFFICE, PARISH OF RAPIDES,
13th judicial district, State of Louisiana.

I, Josiah Hale, clerk of the district court of the thirteenth judicial district for the State of Louisiana, in and for the parish of Rapides, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate is, and was at the date thereof, sole judge in and for the thirteenth judicial [district] of the State of Louisiana, presiding in and for the parish of Rapides and Avoyelles; and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand, and the seal of said 13th district court, for the said parish of Rapides, this 23d day of October, 1849, at Alexan-
[L. S.] dria. JOSIAH HALE, *Cl'k.*

The following deed of sale and mortgage was filed by complainants, as evidence in this cause, on the 6th day of May, A. D. 1850, and was offered in evidence on the hearing of this cause; the reading thereof was objected to, and objections were overruled, and the same was then read in evidence by complainants.

No. 9.

Canal Bank. Company to Wm. M. Stafford.—Deed.

STATE OF LOUISIANA,
Parish of Rapides.

Before me, Francis William Brewer, parish judge of the parish of Rapides, State aforesaid, duly commissioned and sworn, and ex officio a notary public for the said parish of Rapides, and in presence of the undersigned witnesses, personally came and appeared Robert Chew, agent of the New Orleans Canal and Banking Company, and cashier of its office, at Alexandria, and also appeared William Mainer Stafford, both of the said parish and State; and the said R. Chew declared, that the said bank had bargained, sold, transferred, and delivered, and by

these bargains does sell, bargain, transfer, and deliver to the said William H. Stafford, for the consideration hereinafter expressed, the following named slaves, to wit: Ben, aged 44 years; Edmund, aged 35 years; Sam Rogers, aged 42 years; Bob, aged 28 years; George Lee, aged 27 years; Dick, aged 23 years; Willis, aged 30 years; Little Ben, aged 25 years; Wallace, aged 23 years; Stephen, aged 24 years; Big Lewis, aged 35 years; Levi, aged 25 years; Frank, aged 27 years; Britain, aged 30 years; Austin, aged 26 years; Tom, aged 25 years; Charlotte, aged 37 years; Mardy, aged 18 years; Cynthia, aged 50 years; Charity, aged 46 years; Violet, aged 24 years; Chloe, aged 35 years; Venus, aged 25 years; Minty, aged 22 years; America, aged 26 years; Maria Johnson, aged 27 years; Vicey, aged 32 years; Nancy, aged 22 years; Peggy, aged 17 years; Fanny, aged 41 years; Judy, aged 28 years; Maria, aged 48 years; Pleasant, aged 22 years—all slaves for life, together with the increase of the females.

To have and to hold the said slaves to him, the said Stafford, his heirs and assigns forever; it however being well understood, that the bank does not, in any manner, warrant the said W. M. Stafford against any eviction that may take place in relation to said slaves, but on the contrary, expressly refuses to do so, or, in case of eviction, to return any portion of the purchase money, but, on the contrary, will exact the full payment thereof, with all interest which may accrue thereon; the said Wm. M. Stafford declaring, that he takes upon himself all risks of eviction or defects in title, should any such defects exist. The said bank having purchased said slaves at a sheriff's sale thereof, made on the 8th day of July, 1844, by virtue of a writ of fieri facias, issuing out of the probate court of the said parish of Rapides, in the suit of Adelia E. Flint and Husband vs. Isaac Thomas; and the said bank assigns to the said Stafford all the rights which it acquire under said sale; and said Stafford declared that he was fully aware of all the particulars thereof, and was fully satisfied in thus taking a transfer of said bank's title as acquired under said sale, without any warranty of any description or nature whatsoever, and binds himself to pay the whole purchase money, amounting to the sum of ($12,853 62,) twelve thousand eight hundred and fifty-three $\frac{62}{100}$ dollars, in the manner and form as hereinafter set forth, and all interest which accrue thereon, whether he be hereafter evicted of said property, either in whole or in part, or not.

The consideration of the aforesaid sale is the sum of twelve thousand eight hundred and fifty-three $\frac{62}{100}$ dollars, payable as follows:

Nineteen hundred and fifty eight $\frac{17}{100}$ dollars, $1,958 17, on the 1st day of February, in the year 1845;

Eighteen hundred and fifty-seven $\frac{75}{100}$ dollars, $1,857 75, on the 1st day of February, in the year 1846;

Seventeen hundred and fifty-seven $\frac{73}{100}$ dollars, $1,757 73, on the 1st day of February, in the year 1847;

Sixteen hundred and fifty-six $\frac{91}{100}$ dollars, $1,656 91, on the 1st day of February, in the year 1848;

Fifteen hundred and fifty-six $\frac{44}{100}$ dollars, $1,556 49, on the 1st day of February, in the year 1849;

Fourteen hundred and fifty-six $\frac{07}{100}$ dollars, $1,456 07, on the 1st day of February, in the year 1850;

Thirteen hundred and fifty-five $\frac{65}{100}$ dollars, $1,355 65, on the 1st day of February, in the year 1851; and,

Twelve hundred and fifty-five $\frac{65}{100}$ dollars, $1,255 65, on the 1st day of February, in the year 1852, with eight per cent. per annum interest, after the respective maturities of the said instalments; and for which amounts the said William M. Stafford has executed his eight several promissory notes, in favor of said New Orleans Canal and Banking Company, all dated the 8th July, 1844, and corresponding in amounts and maturities to the aforesaid instalments, and payable at their office of discount and deposit, at Alexandria, with eight per cent. per annum interest after maturity, and which notes have been by me, said parish judge, paraphed, ne varietur, to identify them with this act. And the said parties declared that, in addition to the vendor's privilege, which the vendor expressly reserves in the slaves set forth above, for the payment of the aforesaid sum of $12,853 62, at the respective maturities aforesaid, and all interest which may accrue thereon, that the said Stafford grants, and the said bank accepts, a special mortgage on the following described tracts of land and slaves, the better to secure the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{62}{100}$ dollars, at the respective maturities thereof, and all interest which may accrue thereon, to wit:

First. A certain tract of land, situate, lying, and being in the parish of Rapides, on the right bank of bayou Bœuf, descending, bounded above by lands now owned by Mrs. E. S. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing nine hundred and twenty-six acres.

Second. Also another tract of land, situated in the rear of and adjoining the above described, being section No. twelve, in township No. one, of range No. one east, containing five hundred and forty-one acres $\frac{40}{100}$ hundredths.

Third. Also another tract of land adjoining that last described, being the east half of the southwest quarter, and east half of the section No. thirteen, in township No. one south, of range No. one east, containing three hundred and thirty-eight $\frac{40}{100}$ acres. Also,

Fourth. One other tract of land, being the east and west half of the southeast quarter of section No. one, in township No. one south, of range No. one east, containing one hundred and one $\frac{44}{100}$ acres, together with all the improvements thereon. And, also,

Fifth. Another tract of land, containing the quantity of six hundred and twenty acres, more or less, situated in the rear of the aforesaid tracts of land above mentioned, and bounded below by lands of G. W. Cheney, and above by lands acquired by Mrs. E. S. Stafford, on the 7th day of November, 1843, from W. M. Stafford, as per act passed before E. C. Leckie, notary public, and recorded in the office of the

parish judge of Rapides on that day, and which tract of land, No. five, containing 620 acres as aforesaid, said William M. Stafford acquired from George K. Waters, who acquired the same from John K. Elgee.

And, sixth. The following slaves, being the same purchased by the said W. M. Stafford on the 6th day of Nov., 1843, at sheriff's sale, at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife, to wit: Little Ben, aged 27 years of age; Sam McClure, 35; Peter, 40; Paul, 43; Jacob, 47; Jack, 44; Perry, 23; Little Sam, 24; Jim, 23; Prince, 25; Little Louis, 23; William, 31; Zachariah Carpenter, 38; Ned, 23; Philip, 62; Blaize, 57; Alfred, 23; Alfred, 22; Lewis Rogers, 42; George, 20; Maria, 42, and her children named Louisa and Eliza; Charlotte, 14, Patsey, 12, children of Chloe; Amanda, 4, child of Fanny; Big Jane, 44, and her 3 children, named Margaret, 17, Manuel, 15, and Washington, 9; Harriet, 31, and her child, Philip, 18; John Dixon, 8, child of Vicey; Henney, 26, and child, Charles, 8; Clarissa, 28; Aimy, 26, and child, Aaron, 8; Jane, 25, and child, Harriet, 7; Jenny, 57; Charlotte, 24; Mary, 38, and her two children, Jubal, 17, and Mary, 10; Hortense, 34, and her two children, Mannetta, 18, and Mary Ann, 12; Caroline, 27; Sally, 23; Elvira, 25; Minerva, 16; Tom, 8, child of Judy; Lavina, 8, child of Maria Johnson; Delphine, 25, and child, Lymas, 7; Louisa, 22; Sarah, 19; Ben Rogers, 22; Solomon, 17; and Rachel, 15 years of age, together with the increase of the females since 21st June, 1837. The said Stafford declaring that there is excepted from the operation of this mortgage, although it may be embraced in the above description, the tract of land transferred by him on the 7th of November, 1843, to Mrs. E. S. Stafford; he, the said William M. Stafford, binding himself not to alienate, deteriorate, or encumber the first above mentioned thirty-three slaves, and the increase thereof, whether present or future, (and on all which the vendor's privilege is retained,) to the prejudice of the said privilege and mortgage; and he also binds himself not to alienate, deteriorate, or encumber, to the prejudice of this mortgage, the lands and slaves heretofore his property, and which he by this act specially mortgages, in order the better to secure the payment of the aforesaid sum of ($12,853.62,) twelve thousand eight hundred and fifty-three dollars and sixty-two cents, with interest as aforesaid, hereby confessing judgment in favor of the said banking company for the said sum of $12,853.62, and all interest thereon, to be paid as aforesaid.

And the said William M. Stafford further declared, that he did renounce, for himself and his heirs, the benefit of any laws heretofore promulgated or enacted, or which may hereafter be made and promulgated, requiring property seized on any species of execution to be appraised or sold on any credit whatsoever; he, the said Stafford, hereby consenting and agreeing that, if the said sum of $12,853.62 dollars, or any part thereof, with interest as aforesaid, shall not be paid when the same becomes due, or any part thereof, according to the tenor and effect of the aforesaid notes, and of this act, then the said company may ob-

tain an order of seizure and sale, (or judgment in the ordinary way, at its option,) and sell the above described mortgaged premises, at public auction, to the highest bidder, for cash, and without the benefit of appraisement, after advertising the same for thirty days.

And I, the said parish judge and ex officio recorder of mortgages, do declare, that there exists on the records of my office a special mortgage, in the name of William M. Stafford, in favor of the Union Bank of Louisiana, on the first four tracts of land mentioned in this act, and upon the last mentioned sixty-two slaves, resulting from a sheriff's sale made thereof to said W. M. Stafford, on the 6th day of November, 1843, under a sale at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife; at which sale, in the parish of Rapides aforesaid, said W. M. Stafford purchased said property for $36,051.92, thirty-six thousand and fifty-one dollars ninety-two cents, and executed his bond for (36,039.48,) at twelve months from the 6th day of November, 1843, bearing interest at seven per cent. per annum from date, and paid in cash the sum of twelve dollars $\frac{44}{100}$. Recorded the 20th day of November, 1843.

2d. Also a special conventional mortgage, in addition to the above mortgage, in favor of the said Union Bank of Louisiana, made by the said Wm. M. Stafford, the better to secure the aforesaid sum of money, operating on the fifth and last mentioned tract of land, and which was acquired by said W. M. Stafford from Geo. R. Waters by deed of conveyance, recorded 7th November, 1843.

3d. Another special conventional mortgage and vendor's privilege, on the last mentioned tract of land, in favor of George R. Waters, to secure the payment of the purchase money, amounting to eighteen hundred and fifty dollars, payable 12th December, 1844, bearing ten per cent. per annum interest after maturity. Recorded 7th November, 1843.

And I, said parish judge of Rapides, and recorder of mortgages, further certify, that there exists, in the name of William M. Stafford, no other mortgages, either special or judicial, than three special mortgages herein above specified on the records of my office, in any manner affecting the lands or the sixty-two slaves above described and mortgaged by said Stafford by this act; and the first four of which tracts of land and said slaves were by him acquired by the aforesaid sheriff's sale. And I, said parish judge and recorder of mortgages, do hereby certify, that there exists on the records of my office no mortgage of any nature whatsoever against the New Orleans Canal and Banking Company.

In testimony whereof, the said Robert Chew, agent of the said banking company as aforesaid, and the said William M. Stafford, have hereunto subscribed their names, in my presence, and that of the undersigned witnesses, at Alexandria, in the parish and State aforesaid, this twelfth day of July, A. D. one thousand eight hundred and forty-four.

R. CHEW,
W. M. STAFFORD.

Witnesses:
DAVID M. ROGERS,
ROBERT B. LOTT.

Done and passed before me.

F. W. BREWER, *Par. judge.*

I hereby certify the above and foregoing to be a true copy from the original on file and of record in my office.

Given under my hand and seal of office, as recorder in and for the parish of Rapides, on this 4th day of March, A. D. 1850.

[L. S.] ALLEN TUCK, *Recorder.*

STATE OF LOUISIANA,
Parish of Rapides.

I, Ralph Cushman, sole judge in and for the thirteenth judicial district, State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding therein, do hereby certify, that the foregoing attestation of Allen Tuck, recorder of the parish of Rapides, is in due form, and made by the proper officer and person authorized to make the same.

Given under my hand, at chambers, in the parish of Avoyelles, this 8th day of March, 1850. RALPH CUSHMAN,
Judge 13th dist.

State of Louisiana, thirteenth judicial district, parish of Rapides, clerk's office.

I, Manna Rich Ariail, clerk of the district court, of the thirteenth judicial district, State of Louisiana, in and for the parish of Rapides, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificates is, and was at the signing thereof, judge in and for the said thirteenth judicial district, composed of the parishes of Rapides and Avoyelles, and the presiding judge thereof, and that he is duly commissioned and qualified.

Given under my hand and the seal of said court, at Alexandria, the 14th day of March, A. D. 1850. M. R. ARIAIL, *Clerk.*

The following deed and mortgage, from the New Orleans Canal and Banking Company to William M. Stafford, was filed in evidence in this cause by complainants, on the 6th day of May, A. D. 1850; and was offered to be read as evidence on the trial of this cause; defendants objected to the reading thereof; their objections were overruled, and the same was read as evidence on the hearing by complainants.

A.

THE STATE OF LOUISIANA,
Parish of Rapides.

Before me, Francis William Brewer, parish judge, of the parish of

Rapides, State aforesaid, duly commissioned and sworn, and ex officio notary public for the said parish of Rapides, and in presence of the undersigned witnesses, personally came and appeared Robert Chew, agent of the New Orleans Canal and Banking Company, and cashier of its office at Alexandria; and also appeared William Mainer Stafford, both of the said parish and State; and the said R. Chew declared, that the said bank had bargained, sold, transferred, and delivered, and by these presents does bargain, sell, transfer, and deliver, to the said William M. Stafford, for the consideration hereinafter expressed, the following named slaves, to wit:

Ben, aged 44 years; Edmund, aged 35 years; Sam Rogers, aged 42 years; Bob, aged 28 years; George Lee, aged 27 years; Dick, aged 23 years; Willis, aged 30 years; Little Ben, aged 25 years; Wallace, aged 23 years; Stephen, aged 24 years; Big Lewis, aged 35 years; Levi, aged 25 years, Frank, aged 27 years; Britain, aged 30 years; Austin, aged 26 years; Tom, aged 25 years; Charlotte, aged 37 years; Mardy, aged 18 years; Cynthia, aged 50 years; Charity, aged 46 years; Violet, aged 24 years; Chloe, aged 35 years; Venus, aged 25 years; Minty, aged 22years; America, aged 26 years; Maria Johnson, aged 27 years; Vicey, aged 32 years; Nancy, aged 22 years; Peggy, aged 17 years; Fanny, aged 41 years; Judy, aged 28 years; Maria, aged 48 years; Pleasant, aged 22 years; all slaves for life, together with the increase of the females; to have and to hold the said slaves to him, the said Stafford, his heirs and assigns forever. It, however, being well understood that the bank does not in any manner warrant the said W. M. Stafford against any eviction that may take place in relation to said slaves; but, on the contrary, expressly refuses to do so, or in case of eviction to return any portion of the purchase money, but, on the contrary, will exact the full payment thereof, with interest, which may accrue thereon; the said Wm.M. Stafford, declaring that he takes upon himself all risks of eviction, defects in title, should any such defects exist; the said bank having purchased said slaves at a sheriff's sale thereof, made on the 8th day of July, 1844, by virtue of a writ of fieri facias issuing out of the probate court of the said parish of Rapides, in the suit of Adelia E. Flint and Husband vs. Isaac Thomas; and the said bank assigns to the said Stafford all the rights which it acquired under said sale; *and said Stafford all the rights which it acquired under said sale;* and said Stafford declared that he was fully aware of all the particulars thereof, and was fully satisfied in thus taking a transfer of said bank's title as acquired under said sale, without any warranty of any description or nature whatever; and binds himself to pay the whole purchase money, amounting to the sum of twelve thousand eight hundred and fifty-three $\frac{86}{100}$ dollars, ($12,853.62,) in the manner and form as hereinafter set forth, and all interest which accrue thereon, whether he be hereafter evicted of said property either in whole or in part, or not.

The consideration of the aforesaid sale is the sum of twelve thousand eight hundred and fifty-three $\frac{86}{100}$ dollars, payable as follows:

Nineteen hundred and fifty-eight $\frac{17}{100}$ dollars, $1,958 17, on the 1st day of February, in the year 1845;

Eighteen hundred and fifty-seven $\frac{75}{100}$ dollars, $1,857 75, on the 1st day of February, in the year 1846;

Seventeen hundred and fifty-seven $\frac{73}{100}$ dollars, $1,757 73, on the 1st day of February, in the year 1847;

Sixteen hundred and fifty-six $\frac{91}{100}$ dollars, $1,656 91, on the 1st day of February, in the year 1848;

Fifteen hundred and fifty-six $\frac{49}{100}$ dollars, $1,556 49, on the 1st day of February, in the year 1849;

Fourteen hundred and fifty-six $\frac{07}{100}$ dollars, $1,456 07, on the 1st day of February, in the year 1850;

Thirteen hundred and fifty-five $\frac{65}{100}$ dollars, $1,355 65, on the 1st day of February, in the year 1851; and

Twelve hundred and fifty-five $\frac{65}{100}$ dollars, $1,255 65, on the first day of February, in the year 1852; with eight per cent. per annum interest, after the respective maturities of the said instalments; and for which amounts the said Wm. M. Stafford has executed his eight several promissory notes in favor of the said New Orleans Canal and Banking Company, all dated the eighth day of July, eighteen hundred and forty-four, and corresponding in amount and maturities to the aforesaid instalments, and payable at their office of discount and deposit at Alexandria, with eight per cent. per annum interest after maturity, and which notes have been by me, said parish judge, paraphed ne varietur to identify them with this act; and the said parties declared that in addition to the vendor's privilege, which the vendor expressly reserved in the slaves set forth above for the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{65}{100}$ dollars, at the respective maturities aforesaid, and all interest which may accrue thereon; that the said Stafford grants, and the said bank accepts, a special mortgage on the following described tracts of land and slaves, the better to secure the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{65}{100}$ dollars, at the respective maturities thereof, and all interest which may accrue thereon, to wit:

First. A certain tract of land situate, lying, and being in the parish of Rapides, on the right bank of bayou Bœuff, descending, bounded above by lands now owned by Mrs. E. S. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing nine hundred and twenty-six acres.

Second. Also another tract of land situated in the rear of, and adjoining the above described, being section No. (12,) twelve, in township No. one, of range No. one east, containing five hundred and forty-one $\frac{40}{100}$ acres.

Third. Also another tract of land adjoining that last described, being the east half of the section No. thirteen, in township No. one south, of range No. one east, containing three hundred and thirty-eight $\frac{80}{100}$ acres. Also

Fourth. One other tract of land, being the east and west half of the

southeast quarter of section No. one, in township No. one south, of range No. one east, containing one hundred and one $\frac{1}{100}$ acres, together with all the improvements thereon; and, also,

Fifth. Another tract of land, containing the quantity of six hundred and twenty acres, more or less, situated in the rear of the aforesaid tracts of land above mentioned, and bounded below by lands of G. W Cheney, and above by lands acquired by Mrs. E. S. Stafford on the seventh day of November, 1843, from W. M. Stafford, as per act passed before E. C. Leckie, notary public, and recorded in the office of the parish judge of Rapides on that day, and which tract of land, No. five, containing six hundred and twenty acres as aforesaid, said Wm. M. Stafford acquired from George R. Waters, who acquired the same from John K. Elgee.

And, sixth. The following slaves, being the same purchased by the said W. M. Stafford on the 6th day of November, 1843, at sheriff's sale, at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife, to wit: Little Ben, aged 27 years of age; Sam McClure, 35; Peter, 40; Paul, 43; Jacob, 47; Jack, 44; Perry, 23; Little Sam, 24; Jim, 23; Prince, 25; Little Lewis, 23; William, 31; Zachariah Carpenter, 38; Ned, 23; Philip, 62; Blaize, 57; Alfred, 23; Alfred, 22; Lewis Rogers, 42; George, 20; Maria, 42, and her two children named Louisa and Eliza; Charlotte, 14, Patsey, 12, children of Chloe; Amanda, 4, child of Fanny; Big Jane, 44, and her three children named Margaret, 17, Manuel, 15, and Washington, 9; Harriet, 31, and her child Philip, 18; John Dixon, 8, child of Vicey; Henny, 26, and child Charles, 8; Clarissa, 28; Aimey, 26, and child Aaron, 8; Jane, 25, and child Harriet, 7; Jenny, 57; Charlotte, 24; Mary, 38, and her two children Jubal, 17, and Mary, 10; Hortense, 34, and her two children Mannette, 18, and Mary Ann, 12; Caroline, 27; Sally, 23; Elvira, 25; Minerva, 16; Tom, 8, child of Judy; Lavina, 8, child of Maria Johnson; Delphine, 28, and child Lymus, 7; Louisa, 22; Sarah, 19; Ben Rogers, 22; Solomon, 17; and Rachel, 15 years of age, together with the increase of the females since 21st June, 1837, the said Stafford declaring that there is excepted from the operation of this mortgage, although it may be embraced in the above description, the tract of land transferred by him on the 7th of November, 1843, to Mrs. E. S. Stafford; he, the said William M. Stafford, binding himself not to alienate, deteriorate, or encumber the first above mentioned thirty-three slaves and the increase thereof, whether present or future, (and on all which the vendor's privilege is retained,) to the prejudice of the said privilege and mortgage; and he also binds himself not to alienate, deteriorate, or encumber, to the prejudice of this mortgage, the lands and slaves heretofore his property, and which he by this act specially mortgages, in order the better to secure the payment of the aforesaid sum of ($12,853.62) twelve thousand eight hundred and fifty three $\frac{1}{100}$ dollars, with interest aforesaid; hereby confessing judgment in favor of the said Banking Company for the said sum of $12,853.60 dollars and

interest thereon, to be paid as aforesaid. And the said William M. Stafford further declared, that he did renounce for himself and his heirs the benefit of any laws heretofore promulgated, or enacted, or which may hereafter be made and promulgated, requiring property, seized on any species of execution, to be appraised or sold on any credit whatsoever; he, the said Stafford, hereby consenting and agreeing that, if the said sum of $12,853.62 dollars, or any part thereof, with the interest as aforesaid, shall not be paid when the same becomes due, or any part thereof, according to the tenor and effect of the aforesaid notes and of this act, then the said company may obtain an order of seizure and sale, (or judgment in the ordinary way, at its option,) and sell the above described mortgaged premises at public auction to the highest bidder for cash, and without the benefit of appraisement, after advertising the same for thirty days.

And I, the said parish judge and ex officio recorder of mortgages, do declare that there exists on the records of my office a special mortgage in the name of William M. Stafford, in favor of the Union Bank of Louisiana, on the first four tracts of land mentioned in this act, and upon the last mentioned sixty-two slaves, resulting from a sheriff's sale made thereof to said William M. Stafford on the 6th day of November, 1843, under a sale at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife; at which sale, in the parish of Rapides aforesaid, said W. M. Stafford purchased said property for ($36,051.92) thirty-six thousand fifty-one dollars and ninety-two cents, and executed his bond for $36,039.48, at twelve months from the 6th day of November, 1843, bearing interest at seven per cent. per annum from date, and paid in cash the sum of twelve dollars $\frac{44}{100}$. Recorded the 20th day of November, 1843.

2d. Also a special conventional mortgage, in addition to the above mortgage, in favor of the said Union Bank of Louisiana, made by the said William M. Stafford the better to secure the aforesaid sum of money, operating on the fifth and last mentioned tract of land, and which was acquired by said W. M. Stafford from George K. Waters, by deed of conveyance, recorded 7th November, 1843.

3d. Another special conventional mortgage and vendor's privilege on the last mentioned tract of land, in favor of George K. Waters, to secure the payment of the purchase money, amounting to eighteen hundred and fifty dollars, payable 12th December, 1844, bearing ten per cent. per annum interest, after maturity. Recorded 7th November, 1843. And I, said parish judge of Rapides, and recorder of mortgages, further certify, that there exists in the name of William M. Stafford no other mortgage, either special or judicial, than three special mortgages herein above specified on the records of my office, in any manner affecting the lands or the sixty-two slaves above described, and mortgaged by said Stafford by this act, and the first four of which tracts of land, and said slaves were by him acquired by the aforesaid sheriff's sale. And I, said parish judge and recorder of mortgages, do hereby certify that there exists on the records of my office no mortgage of any nature, whatsoever against the New Orleans Canal and Banking Company.

In testimony whereof the said Robert Chew, agent of the said Banking Company as aforesaid, and the said William M. Stafford, have hereunto subscribed their names, in my presence, and that of the undersigned witnesses, at Alexandria, in the parish and State aforesaid, this twelfth day of July, A. D. one thousand eight hundred and forty-four.

RO. CHEW.
W. M. STAFFORD.

Witnesses:
DAVID M. ROGERS,
ROBERT B. LOTT.
Done and passed before me.

F. W. BREWER,
Parish Judge.

Filed July 12th, 1844, and duly recorded in conveyance book U, fo. 411, 412, 413, and 414, and in mortgage book H, fo. 68, 69, 70, 71, and 72.

STATE OF LOUISIANA,
Parish of Rapides.

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, keeper of the records of deeds and mortgages for said parish of Rapides, do certify, that the above and foregoing six pages of writing to be a true copy of the original, on file, and of record in my office.

Given under my hand and seal of office as recorder of the parish of Rapides, this 15th day of October, 1849.

[L. S.]

J. A. THOMS,
Recorder.

I, Ralph Cushman, sole judge in and for the thirteenth judicial district of the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court, in and for said parishes of Rapides and Avoyelles, do hereby certify, that the foregoing attestation is made in due form of law, and by James A. Thoms, the proper officer.

Given under my hand, at chambers, in the parish of Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge, 13th district.

CLERK'S OFFICE, PARISH OF RAPIDES,
13th Judicial district court,
State of Louisiana.

I, Josiah Hale, clerk of the district court of the thirteenth judicial district of the State of Louisiana, for the parish of Rapides, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was at the date thereof, sole judge of the thir-

teenth judicial district of the State of Louisiana, presiding in and for the parishes of Rapides and Avoyelles, and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand, and seal of said court for the parish of Rapides, at Alexandria, this 23d day of October 1849.

[L. S.]

JOSIAH HALE,
Clerk.

The following notes, filed by the complainants as evidence in this cause, March the 4th, 1850, were offered as evidence by the complainants on the hearing of this cause; objected to by defendant, and objections overruled by the court, and the same were read in evidence.

For 1,958.17. dollars. ALEXANDRIA, 8*th July*, 1844.

On the fifth day of February, eighteen hundred and forty-five, (1845) I promise to pay to the New Orleans Canal *Canal* and Banking Company, at their office of discount and deposit, in Alexandria, nineteen hundred [and] fifty-eight $\frac{17}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,857.75 dollars. ALEXANDRIA, 8*th July*, 1844.

On the fifth day of February, eighteen hundred and forty-six, (1846) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, eighteen hundred [and] fifty-seven $\frac{75}{100}$ dollars, value received, with eight per cent. per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,757.33 dollars. ALEXANDRIA, 8*th July*, 1844.

On the fifth day of February, eighteen hundred and forty-seven, (1847) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, seventeen hundred [and] fifty-seven $\frac{33}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,656.63 dollars. ALEXANDRIA, 8*th July*, 1844.

On the fifth day of February, eighteen hundred and forty-eight,

(1848) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, sixteen hundred and fifty-six $\frac{44}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,556.77 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-nine, (1849) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, fifteen hundred [and] fifty-six $\frac{77}{100}$ dollars, for value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,456.07 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and fifty, (1850) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, at Alexandria, fourteen hundred and fifty-six $\frac{07}{100}$ dollars, for value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,355.65 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and fifty-one, (1851) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, thirteen hundred [and] fifty-five $\frac{65}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

For 1,255.25 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and fifty-two, (1852) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, twelve hundred

[and] fifty-five $\frac{1}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

The complainants also offered in evidence the following protest, filed by them as evidence in this cause, March the 4th, 1850; the same was objected to by defendant; objection overruled, and the same was read in evidence May 28th, 1850.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest, be it known, that on this eighth day of February, in the year one thousand eight hundred and forty-five, at the request of the New Orleans Canal and Banking Company, holders of the original note, whereof a true copy is on the reverse hereof written, I, Edwin Catlette Leckie, a notary public in and for the parish of Rapides, State of Louisiana, aforesaid, duly commissioned and sworn, went to the office of discount and deposit of the New Orleans Canal and Banking Company, at Alexandria, where the same was made payable, and presented the said note to Robert Chew, esq., cashier thereof, and demanded payment of him. To which he replied, that no funds had been provided or deposited there to pay the said note, and that he could not pay it. Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, and charges, and interests, suffered or to be suffered, for want of payment of the said note. Thus done and protested in the presence of Gus. Labat and Charles O. Scott, witnesses.

In testimony whereof I grant these presents, under my signa-
[L. S.] ture and the impress of my seal of office, at Alexandria, on the day and year first above written.

EDWARD C. LECKIE,
Notary public.

On the reverse.

For 1,958.17 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-five, (1845) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, in Alexandria, nineteen hundred fifty-eight $\frac{17}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

"Ne varietur."

F. W. BREWER,
Parish judge.

The following depositions of Robert Chew and others were offered in evidence by complainants, and rejected by the court, on the ground that it does not appear in the certificate of the commissioner that he was not interested in the cause. The complainants then offered the following affidavit, marked "A," to show that the commissioner was not interested; which proof was objected to by defendants, and objections sustained by the court.

"A."

UNITED STATES OF AMERICA,
District of Texas.

William P. Ballinger makes oath and says, that he is the solicitor for the New Orleans Canal and Banking Company, in the suit against Josiah S. Stafford and wife; that he drew the bill and has conducted the cause from that time to the present; that he has carried on correspondence in regard to the same, with the officers, agent, and attorneys of the complainants, in Louisiana, and has had good opportunities to know all parties who were counsel or interested in the suit; and that, to the best of his knowledge and belief, Gwin Harris, U. S. commissioner, who took the deposition offered in this case, is not of counsel or interested in the result of this suit.

W. P. BALLINGER.

Sworn to and subscribed, 25th May, 1850.

JAMES LOVE, *Clerk.*

Nos. 10, 11, 12, 13. *Deposition of R. Chew, and exhibits.*

United States district court, State of Texas.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

To Gwinn Harris, esq., U. S. commissioner for the district of Louisiana.

The plaintiffs in the above entitled suit, here represented by the undersigned counsel, and also acting at the request of Jones, Butler, and Ballinger, also of counsel for plaintiffs, represent, that they are desirous to take the testimony of Robert Chew, David M. Rogers, Henry M. Hyams, and Edwin C. Leckie, in the above entitled suit, the same being necessary in their behalf in said suit. They represent that each and all of said witnesses reside in the State of Louisiana, in the western district thereof, at a distance greater than one hundred miles from the place where the trial of the above entitled suit is to be had. And they further represent, that the parties defendants in the above entitled suit do each and all reside in the State of Texas, at a distance greater

than one hundred miles from the town of Alexandria. And they further represent, that the attorneys or counsel for the said defendants do reside in the State of Texas, at a distance greater than one hundred miles from the town of Alexandria.

ELGEE & HYAMS,
Attorneys for plaintiffs.

We, Henry M. Hyams and John Kingsbury Elgee, being duly sworn, make oath that the allegations above set forth are true.

H. M. HYAMS,
J. KINGSBURY ELGEE.

Sworn to and subscribed before me, the 20th day of February, 1850, at Alexandria, parish of Rapides, State of Louisiana.

GWINN HARRIS,
U. S. commissioner for the western district of the State of Louisiana.

Ordered, that the testimony applied for in the foregoing petition be taken before me, as commissioner, and according to law.

GWINN HARRIS,
U. S. commissioner for western district of Louisiana.

Alexa., parish of Rapides, and State of Louisia., February 20th, 1850.

District court of the United States, in and for the district of Texas.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

In chancery.

Be it known, that on this the 21st day of February, A. D. 1850, I, Gwinn Harris, United States commissioner, in and for the western district of Louisiana, pursuant to, and by virtue of, an application and affidavit made by Messrs. Elgee and Hyams, attorneys for plaintiffs, the said application and affidavit being hereunto annexed, caused to come before me, Robert Chew, Henry M. Hyams, Edwin C. Leckie, and David M. Rogers, all residents of the parish of Rapides, in the State of Louisiana, and in the western district thereof, and at a distance greater than one hundred miles from the place where the trial of the above entitled suit is to be had, and all witnesses on the part of the complainants. And the said Robert Chew, Henry M. Hyams, Edwin C. Leckie, and David M. Rogers, each and all of them, having been carefully examined, and cautioned, and sworn to testify the whole truth, did testify in manner as hereinafter set forth; which said testimony

of the said witnesses was by me, the said commissioner, reduced to writing, and by them, the said witnesses, respectively sworn to and subscribed in my presence.

In testimony whereof I have hereunto set my hand, on this the 21st day of February, A. D. 1850, at Alexandria, in the parish of Rapides, Louisiana.

GWINN HARRIS,
U. S. commissioner for the western district of the State of Louisiana.

Robert Chew, having been carefully examined, and cautioned, and sworn to testify the whole truth, says:

That he knows the parties to this suit. That he is and has been cashier of the office of discount and deposite of the New Orleans Canal and Banking Company, at Alexandria, since the establishment and location of said branch in the year 1832. And that he has known the defendants some fifteen or sixteen years, or possibly more. That he has examined the eight notes hereto annexed, all dated Alexandria, 8th July, 1844, signed by W. M. Stafford, payable to the New Orleans Canal and Banking Company at their office of discount and deposite, at Alexandria, with eight per cent. per annum interest from maturity, and which notes are payable at the following maturities, and for the following amounts, to wit:

One on the 5th of February, 1845, for - - - - -	$1,958 17
One on the 5th of February, 1846, for - - - - -	1,857 75
One on the 5th of February, 1847, for - - - - -	1,757 33
One on the 5th of February, 1848, for - - - - -	1,656 63
One on the 5th of February, 1849, for - - - -	1,556 77
One on the 5th of February, 1850, for - - - - -	1,456 07
One on the 5th of February, 1851, for - - - - -	1,355 65
And one on the 5th of February, 1852, for - - - - -	1,255 25
Amounting to the sum of - - - - -	$12,853 62

All paraphed or marked on their face "ne varietur," and that said words "ne varietur" were written by F. W. Brewer, then parish judge, who signed the same. That said notes were all drawn by affiant in his own handwriting, and were executed by the said Stafford for the price or amount of the purchase money of the thirty-three slaves sold to him by the said bank on the 12th July, 1844, by notarial act, a copy of which duly certified, marked A, is hereunto annexed. That he, affiant, acted as the agent of said bank in making said sale, and received these identical notes from the said Stafford, and that the said notes always remained in his, affiant's possession, until he sent them to the plaintiff. That the paraph "ne varietur" was placed on said notes by the said parish judge to identify them with the act of sale aforesaid. That said Brewer now, as affiant is informed and believes,

resides at San Antonio, Texas. That when the first note, being for $1,858 17/100 fell due 5-8 of February, 1845, that Stafford had no funds at the place of payment to pay the same, and the note was protested; that neither said Stafford nor any one else has placed or had any funds at the place of payment, for paying any of the other seven notes, nor have any of the said eight notes been paid, nor any part thereof. Affiant further swears, that the discrepancies between the notes themselves, and their description, as described in the said act of sale, are purely accidental; that the attorney of the bank prepared the act or deed, and that it was duly executed, and that the error must have arisen with himself, inasmuch as he presumes the attorney and the parish judge relied upon him for a memorandum of the dates, maturities, &c., &c. That the notes remained with affiant until they were delivered to plaintiff's agent. That the notes hereto annexed are the same notes taken from Mr. Stafford, and as the price of the sale, and at the time of the execution of the deed, and on which the vendor's lien and privilege were retained on the slaves as set forth in said deed of sale. No other notes were executed than the eight notes attached hereto, and which are all made payable on the 5th of February in the years 1845, 1846, 1847, 1848, 1849, 1850, 1851, and 1852, respectively. That the deed sets forth their maturities as the first of February in the years aforesaid, and that the discrepancy arose from accident or inadvertence.

ROBERT CHEW.

Sworn to and subscribed before me, on this the twenty-first day of February, A. D. 1850.

GWINN HARRIS,
U. S. Commissioner, western dist., La.

No. 11.

Deposition of Hyams.

Henry M. Hyams having been carefully examined, and cautioned, and sworn, to testify the whole truth, says: That he was the attorney for the branch of the New Orleans Canal and Banking Company at Alexandria, at the time of the sale by the bank to William M. Stafford, of the thirty-three negroes mentioned in the deed of the 12th July, 1844, of which a duly certified copy is hereto annexed, marked "A." That he prepared the draught of the act from which the original deed was afterwards drawn up in the parish judge's office, at which Mr. Edwin C. Leckie, then acting as clerk of the parish judge, assisted. Affiant further swears, that the eight notes hereto annexed, and the amounts, dates, and maturities whereof are above set forth in the testimony of Mr. Robert Chew, are the same identical notes given by William M. Stafford to the said Chew, as agent of the said bank, as the price or purchase money of the amount of the sale of the thirty-three slaves sold by said bank to said Stafford, by said deed; that no other

notes were given. Affiant further saith, that the discrepancy in the maturities of the notes between the notes themselves and their description in the deed, was entirely accidental, or took place through inadvertence; that he prepared the draught of the act as above mentioned, but that the notes were drawn out and prepared by Mr. Chew, the agent of the bank. That the then parish judge, acting in his notarial capacity, paraphed the said notes to identify them with the act, and the vendor's lien, and privilege, and mortgage, retained therein. Affiant knows that these were the only notes executed by the said Stafford for the purchase money, and that the notes attached hereto are the same given by him, and delivered at the time of the execution of the deed, although there are some discrepancies between them. Affiant knows that the purchase money was to be $12,853 62, payable in eight instalments, in the manner and for the amounts set forth in the face of the notes themselves; as regards, however, the exact day of, whether the first or the fifth of February, in the respective years above mentioned, he cannot say. He presumes, in preparing the deed, he took his instructions from the agent of the bank, Mr. R. Chew; and as there do appear to exist discrepancies between the notes on their face and their description in the deed, that the same could only have arisen by accident or inadvertence. Affiant further swears, that he has often conversed with Mr. Wm. M. Stafford about his debt to the bank as the maker of these notes; and that he once, about two years ago or thereabouts, went with Stafford to Mr. Chew's office in Alexandria, and made for Stafford a memorandum of the notes and their maturities, amounts, &c.; that said Stafford always recognised the notes as the same given by him for the slaves set forth in the deed marked A, hereto annexed, and being the same slaves which said bank had bought at sheriff's sale on the 8th July, 1844, on a writ of fieri facias, in case of Adelia E. Flint and Husband vs. Isaac Thomas. The notes themselves, at the time he went to the bank with Stafford, were already out of Mr. Chew's possession, but the memorandum was made from documents in his office.

H. M. HYAMS.

Sworn to and subscribed before me, this 21st February, 1850.

GWIN HARRIS,
U. S. commissioner, for the western district of the State of Louisiana.

No. 12.

Deposition of D. M. Rogers.

David M. Rogers, having been carefully examined, and cautioned, and sworn to testify the whole truth, says: That he was a witness to the original deed, of which the copy marked "A" is hereto annexed, being the sale of thirty-three negroes from the New Orleans Canal and Banking Company to Wm. M. Stafford, on the 12th July, 1844; that

he has examined the eight notes hereto annexed, amounting to $12,853.62, all dated the 8th July, 1844, and payable on the 5th February, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, respectively, for the following sums, to wit: $1,958.17, $1,857.75, $1,757.33, $1,656.63, $1,566.77, $1,456.67, $1,355.65, $1,255.25, made by Wm. M. Stafford, in favor of the New Orleans Canal and Banking Company, and payable as aforesaid at their office of discount and deposit at Alexandria, with interest after maturity at eight per cent. per annum; that he was present at the execution of the deed aforesaid; and that the notes were marked or paraphed "ne varietur" by the then parish judge, F. W. Brewer; that the eight notes hereto annexed are the notes given as the price of said sale of the property aforesaid; that the variance between the description of the notes as set forth in the deed and the notes themselves, he feels satisfied, is purely accidental. Witness is also positive that he was witness to no other transaction between Stafford and the bank than the one in question, wherein the annexed notes were given.

DAVID M. ROGERS.

Sworn to and subscribed before me, this 21st Febr'y, A. D. 1850.

GWINN HARRIS,

U. S. commissioner for the western district of the State of Louisiana.

No. 13.

Deposition of E. C. Leckie.

Edwin C. Leckie, having been carefully examined, and cautioned, and sworn to testify the whole truth, says: That he was an assistant in the office of the parish judge in the summer of 1844; that, as such, he prepared, from a rough draught made by H. M. Hyams, attorney for the Canal Bank, a large part of the original act of sale from the Canal and Banking Company to William M. Stafford, of the 12th July, 1844, a copy of which, marked "A," is hereto annexed; that the eight notes, hereto annexed and described in the foregoing depositions of Robert Chew, H. M. Hyams, and D. M. Rogers are the identical notes taken as the price of the purchase money set forth in said deed; that affiant knows they were paraphed "ne varietur" by F. W. Brewer, the then parish judge of the parish of Rapides, and that he feels perfectly satisfied that the variance between the descriptions of the said notes as set forth in the deed aforesaid, and of the face of the notes themselves, has arisen entirely from accident or inadvertence, arising from the fact of the deed itself being prepared by the attorney of the bank, and the notes being drawn out and prepared by the agent of the bank. The object of the paraph of the parish judge was to identify the notes with the deed of sale and mortgage, and as a part of the same.

EDW. C. LECKIE.

Sworn to and subscribed before me, Gwinn Harris, U. S. commissioner, on this the 21st Febr'y, 1850.

GWINN HARRIS,

U. S. commissioner for the western district of the State of Louisiana.

Annexed to the deposition [of] Robert Chew are the following notes, to wit:

For 1,958.17 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-five, (1845,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, nineteen hundred and fifty-eight $\frac{17}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,857.75 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, (1846,) eighteen hundred and forty-six, I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, eighteen hundred and fifty-seven $\frac{75}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,757.33 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-seven, (1847,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alex'a, seventeen hundred and fifty-seven $\frac{33}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,656.63 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-eight, (1848,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, sixteen hundred and fifty-six $\frac{63}{100}$ dollars, value received, with eight per cent, interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,556.77 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-nine, (1849,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, fifteen hun-

dred and fifty-six $\frac{00}{100}$ dollars, for value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,456.07 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and fifty, (1850,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, fourteen hundred and fifty-six $\frac{07}{100}$ dollars, for value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,355.65 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and fifty-one, (1851,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, thirteen hundred and fifty-five $\frac{65}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

For 1,255.25 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and fifty-two, (1852,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alex'a, twelve hundred and fifty-five $\frac{25}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

Attached to the first note is the following protest:

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest be it known, that, on this eighth day of February, in the year one thousand eight hundred and forty-five, at the request of the New Orleans Canal and Banking Company, holders of the original note, whereof a true copy is on the reverse hereof written, I, Edwin Catlett Leckie, a notary public in and for the parish of Rapides, State of Louisiana aforesaid, duly commissioned and sworn, went to the office of discount and deposit of the New Orleans Canal and Banking Company, at Alexandria, where the same was

made payable, and presented the said note to Robert Chew, esq., cashier thereof, and demanded payment of him; to which he replied, that "no funds" had been provided or deposited there to pay the said note, and that he could not pay it.

Whereupon, I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered, for want of payment of the said note.

In testimony whereof I grant these, under my signature, and the impress of my seal of office, at Alexandria, on the day and year first above written.

[L. S.]

EDW. C. LECKIE, *Notary pub.*

Thus done and protested, in the presence of—
GUS. LABAT, and
CHARLES O. SCOTT.

For 1,958.17 dollars. ALEXANDRIA, *8th July*, 1844.

On the fifth day of February, eighteen hundred and forty-five, (1845,) I promise to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit in Alexandria, nineteen hundred and fifty-eight $\frac{17}{100}$ dollars, value received, with eight per cent. interest per annum after maturity.

W. M. STAFFORD.

Ne varietur.

F. W. BREWER, *Par. judge.*

A.

THE STATE OF LOUISIANA,
Parish of Rapides.

Before me, Francis William Brewer, parish judge of the parish of Rapides, State aforesaid, duly commissioned and sworn, and ex officio a notary public for the said parish of Rapides, and in presence of the undersigned witnesses, personally came and appeared Robert Chew, agent of the New Orleans Canal and Banking Company, and cashier of its office at Alexandria; and also appeared William Mainer Stafford, both of the said parish and State; and the said R. Chew declared that the said Bank had bargained, sold, transferred, and delivered, and by these presents does bargain, sell, transfer, and deliver, to the said William M. Stafford, for the consideration hereinafter expressed, the following named slaves, to wit: Ben, aged 44 years; Edmund, aged 35 years; Sam Rogers, aged 42 years; Bob, aged 28 years; George Lee, aged 27 years; Dick, aged 23 years; Willis, aged 30 years; Little Ben, aged 25 years; Wallace, aged 23 years; Stephen, aged 24 years; Big Lewis, aged 35 years; Levi, aged 25 years; Frank, aged

27 years; Britain, aged 30 years; Austin, aged 26 years; Tom, aged 25 years; Charlotte, aged 37 years; Mardy, aged 18 years; Cynthia, aged 50 years; Charity, aged 46 years; Violet, aged 24 years; Chloe, aged 35 years; Venus, aged 25 years; Minty, aged 22 years; America, aged 26 years; Maria Johnson, aged 27 years; Vicey, aged 32 years; Nancy, aged 22 years; Peggy, aged 17 years, Fanny, aged 41 years; Judy, aged 28 years; Maria, aged 48 years; Pleasant, aged 22 years—all slaves for life, together with the increase of the females; to have and to hold the said slaves to him, the said Stafford, his heirs and assigns for ever; it however being well understood that the Bank does not in any manner warrant the said W. M. Stafford against any eviction that may take place in relation to said slaves, but, on the contrary, expressly refuses to do so; or, in case of eviction, to return any portion of the purchase money, but, on the contrary, will exact the full payment thereof, with all interest which may accrue thereon; the said William M. Stafford declaring that he takes upon himself all risks of eviction or defects in title, should any such defects exist, the said bank having purchased said slaves at a sheriff's sale thereof, made on the 8th day of July, 1844, by virtue of a writ of "fieri facias," issuing out of the probate court of the said parish of Rapides, in the suit of Adelia E. Flint and husband vs. Isaac Thomas; and the said Bank assigns to the said Stafford all the rights which it acquired under said sale; and said Stafford declared that he was fully aware of all the particulars thereof, and was fully satisfied in thus taking a transfer of said Bank's title, as acquired under said sale, without any warranty of any description or nature whatsoever; and binds himself to pay the whole purchase money, amounting to the sum of ($12,853.62) twelve thousand eight hundred and fifty-three dollars $\frac{62}{100}$, in the manner and form as hereinafter set forth, and all interest which [may] accrue thereon, whether he be hereafter evicted of said property, either in whole or in part, or not. The consideration of the aforesaid sale is the sum of twelve thousand eight hundred and fifty-three dollars $\frac{62}{100}$, payable as follows:

Nineteen hundred and fifty-eight dollars $\frac{17}{100}$ ($1,958.17) on the first day of February, in the year 1845; eighteen hundred and fifty-seven dollars $\frac{75}{100}$ ($1,857.75) on the first day of February, in the year 1846; seventeen hundred and fifty-seven $\frac{73}{100}$ dollars ($1,757.73) on the first day of February, in the year 1847; sixteen hundred and fifty-six $\frac{91}{100}$ ($1,656.91) on the first day of February, in the year 1848; fifteen hundred and fifty-six $\frac{49}{100}$ dollars ($1,556.49) on the first day of February, in the year 1849; fourteen hundred and fifty-six $\frac{07}{100}$ dollars ($1,456.07) of February, 1850, *in the year* 1850; thirteen hundred and fifty-five $\frac{65}{100}$ dollars ($1,355.65) on the first day of February, in the year 1851; and twelve hundred and fifty-five $\frac{65}{100}$ ($1,265.65) on the first day of February, in the year 1852, with eight per cent. per annum interest after the respective maturities of the said instalments, and for which amounts the said Wm. M. Stafford has executed his eight several promissory notes in favor of said New Orleans Canal and

Banking Company, all dated the 8th July, 1844, and corresponding in amounts and maturities to the aforesaid instalments, and payable at their office of discount and deposit at Alexandria, with eight per cent. per annum interest after maturity; and which notes have been by me, said parish judge, paraphed "ne varietur," to identify them with this act; and the said parties declared that in addition to the vendor's privilege, which the vendor expressly reserves in the slaves set forth above, for the payment of the aforesaid sum of $12,853.62 at the respective maturities aforesaid, and all interest which may accrue thereon; that the said Stafford grants, and the said Bank accepts, a special mortgage on the following described tracts of land and slaves, the better to secure the payment of the aforesaid sum of twelve thousand eight hundred and fifty-three $\frac{62}{100}$ dollars, at the respective maturities thereof, and all interest which may accrue thereon, to wit: First, a certain tract of land, situate, lying, and being in the parish of Rapides, on the right bank of bayou Bœuf, descending; bounded above by lands now owned by Mrs. E. S. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing nine hundred and twenty-six acres. Second, also, another tract of land, situated in the rear of and adjoining the above described, being section No. twelve, in township No. one, of range No. one east, containing five hundred and forty-one acres $\frac{80}{100}$ hundredths. Third, also another tract of land, adjoining that last described, being in the east half of the southwest quarter, and east half of the section No. thirteen, in township No. one south, of range No. one east, containing three hundred and thirty-eight $\frac{80}{100}$ acres. Also fourth, one other tract of land, being the east and west half of the southeast quarter of section No. one, in township No. one south, of range No. one east, containing one hundred and one $\frac{80}{100}$ acres, together with all the improvements thereon; and, also, fifth, another tract of land containing the quantity of six hundred and twenty acres, more or less, situated in the rear of the aforesaid tracts of land above mentioned, and bounded below by lands of G. W. Cheney, and above by lands acquired by Mrs. E. S. Stafford, on the 7th day of November, 1843, from W. M. Stafford, as per act passed before E. C. Leckie, notary public, and recorded in the office of the parish judge of Rapides on that day, and which tract of land, No. five, containing 620 acres as aforesaid, said W. M. Stafford acquired from George R. Waters, who acquired the same from John K. Elgee. And sixth, the following slaves, being the same purchased by the said W. M. Stafford on the 6th day of November, 1843, at sheriff's sale, at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife, to wit: Little Ben, aged 27 years of age; Sam. McClure, 35; Peter, 40; Paul, 43; Jacob, 47; Jack, 44; Perry, 23; Little Sam, 24; Jim, 23; Prince, 25; Little Louis, 23; William, 31; Zachariah Carpenter, 38; Ned, 23; Philip, 62; Blaize, 57; Alfred, 23; Alfred, 22; Lewis Rogers, 42; George, 20; Maria, 42, and her two children, named Louisa and Eliza; Charlotte, 14; Patsey, 12;

children of Chloe; Amanda, 4, child of Fanny; Big Jane, 44, and her 3 children, named Margaret, 17, Maniel, 15, and Washington, 9; Harriet, 31, and her child, Philip, 18; John Dixon, 8, child of Vicey; Henry, 26, and child, Charles, 8; Clarissa, 28; Aimey, 26, and child, Aaron, 8; Jane, 25, and child, Harriet, 7; Jenny, 57; Charlotte, 24; Mary, 38, and her two children, Jubal, 17, and Mary, 10; Hortense, 34, and her two children, Manette, 18, and Mary Ann, 12; Caroline, 27; Sally, 23; Elvira, 25; Minerva, 16; Tom, 8, child of Judy; Lavinia, 8, child of Maria Johnson; Delphine, 25, and child, Lymers, 7; Louisa, 22; Sarah, 19; Ben Rogers, 22; Solomon, 17; and Rachel, 15 years of age; together with the increase of the females since 21 June, 1837. The said Stafford declaring that there is excepted from the operation of this mortgage, although it may be embraced in the above description, the tract of land transferred by him, on the 7th of November, 1843, to Mrs. E. S. Stafford, he, the said William M. Stafford, binding himself not to alienate, deteriorate, or encumber the first above mentioned thirty-three slaves, and the increase thereof, whether present or future, (and on all which the vendor's privilege is retained,) to the prejudice of the said privilege and mortgage; and he also binds himself not to alienate, deteriorate, or encumber, to the prejudice of this mortgage, the lands and slaves heretofore his property, and which he, by this act, specially mortgages, in order the better to secure the payment of the aforesaid sum of ($12,853.62) twelve thousand eight hundred and fifty-three dollars and sixty-two cents, with interest as aforesaid; hereby confessing judgment in favor of the said banking company for the said sum of $12,853.62, and all interest thereon to be paid as aforesaid. And the said William M. Stafford further declared that he did renounce, for himself and his heirs, the benefit of any laws heretofore promulgated or enacted, or which may hereafter be made and promulgated, requiring property seized on any species of execution to be appraised or sold on any credit whatsoever; he, the said Stafford, hereby consenting and agreeing, that if the said sum of $12,853.62 dollars, or any part thereof, with interest as aforesaid, shall not be paid when the same becomes due, or any part thereof, according to the tenor and effect of the aforesaid notes, and of this act, then the said company may obtain an order of seizure and sale, (or judgment in the ordinary way, at its option,) and sell the above described mortgaged premises at public auction, to the highest bidder, for cash, and without the benefit of appraisement, after advertising the same for thirty days.

And I, the said parish judge and ex officio recorder of mortgages, do declare, that there exists on the records of my office a special mortgage, in the name of William M. Stafford, in favor of the Union Bank of Louisiana, on the first four tracts of land mentioned in this act, and upon the last mentioned sixty-two slaves, resulting from a sheriff's sale made thereof to said W. M. Stafford, on the 6th day of November, 1843, under a sale at the suit of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Stafford, his wife; at which sale, in the parish of Rapides aforesaid, said W. M. Stafford purchased said pro-

perty for ($36,051.92,) thirty-six thousand and fifty-one dollars and ninety-two cents, and executed his bond for $36,039.48, at twelve months from the sixth day of November, 1843, bearing interest at seven per cent. per annum from date, and paid in cash the sum of twelve dollars and $\frac{44}{100}$. Recorded the 20th day of November, 1843.

2d. Also a special conventional mortgage, in addition to the above mortgage, in favor of the said Union Bank of Louisiana, made by the said Wm. M. Stafford, the better to secure the aforesaid sum of money operating on the fifth and last mentioned tract of land, and which was acquired by said W. M. Stafford from Geo. R. Waters by deed of conveyance, recorded 7th November, 1843.

3d. Another special conventional mortgage and vendor's privilege, on the last mentioned tract of land, in favor of George R. Waters, to secure the payment of the purchase money, amounting to eighteen hundred and fifty dollars, payable 12th December, 1844, bearing ten per cent. per annum interest after maturity. Recorded 7th November, 1843.

And I, said parish judge of Rapides and recorder of mortgages, further certify, that there exists, in the name of William M. Stafford, no other mortgage, either special or judicial, than three special mortgages herein above specified on the records of my office, in any manner affecting the lands or the sixty-two slaves above described and mortgaged by said Stafford by this act; and the first four of which tracts of land and said slaves were by him acquired by the aforesaid sheriff's sale. And I, said parish judge and recorder of mortgages, do hereby certify, that there exists on the records of my office no mortgage of any nature whatever against the New Orleans Canal and Banking Company.

In testimony whereof the said Robert Chew, agent of the said banking company as aforesaid, and the said William M. Stafford, have hereunto subscribed their names in my presence, and that of the undersigned witnesses at Alexandria, in the parish and State aforesaid, this twelfth day of July, A. D. one thousand eight hundred and forty-four.

R. CHEW,
W. M. STAFFORD.

Witnesses—DAVID M. ROGERS,
ROBERT B. LOTT.

Done and passed before me.

F. W. BREWER,
Parish Judge.

I hereby certify the above and foregoing to be a true copy from the original on file and of record in my office.

Given under my hand and seal of office, as recorder, in and for the parish of Rapides, on this 13th day of February, A. D. 1850.

[L. S.]

ALLEN TUCK, *Recorder.*

The above is the document referred to in the testimony herewith taken of Messrs. Chew, Hyams, Rogers, and Leckie, as the deed of

sale and mortgage from the Canal Bank to Wm. M. Stafford, and marked by me A, and annexed to and made a part of their depositions herein.

GWINN HARRIS,
U. S. commissioner for the western district of the State of Louisiana.

The following depositions of I. Thomas and W. R. Leckie were read in evidence on the trial of this cause by complainants.

No. 14 and 15.

Deposition of I. Thomas and W. R. Leckie.

Circuit court of the United States, for the fifth circuit and eastern district of Louisiana.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

R. W. Montgomery being duly sworn says:

That he is the president of the New Orleans Canal and Banking Company, the plaintiff in the above entitled cause; that he is advised by his counsel, and verily believes, that the testimony of Gen. Isaac Thomas and William R. Leakie, at present residents of the city of New Orleans, and State of Louisiana, is material and necessary for the deponent in the prosecution of such cause; that the said Isaac Thomas and William R. Leckie live at more than one hundred miles from Galveston, Texas, where the court at which this deponent expects the said cause will be tried is appointed by law to be held. And this deponent further says, that as he is informed and believes, Josiah S. Stafford and Jeanetta, his wife, the above named defendants, reside at or near Houston, Texas, about five hundred miles from New Orleans, State of Louisiana, as aforesaid, where the examination of the said witnesses is expected to be taken; and that, as he is also informed and believes, the attorneys of the said Josiah S. Stafford and Jeanetta, his wife, reside at Texas, about four or five hundred miles from New Orleans as aforesaid.

R. W. MONTGOMERY,
President N. O. Canal & Banking Co.

Circuit court of the United States, for the fifth circuit and eastern district of Louisiana.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD & Jeanetta, his wife.

Let Isaac Thomas and William R. Leckie, the witnesses named in

the above affidavit, be examined *did* bene esse before me accordingly, at my office, on the 8th February, 1850, at 11 o'clock in the noon, (a. m.)

W. O. DENEGRE,
U. S. Commissioner.

Sworn to and subscribed before me, this 8th February, 1850.

W. O. DENEGRE,
U. S. Commissioner.

UNITED STATES OF AMERICA,
Fifth circuit and eastern district of Louisiana,
City of New Orleans.

Be it remembered, that on this *eighth* (8th day of February, in the year of our Lord one thousand eight hundred and fifty, before me, William O. Denegre, a commissioner duly appointed on the 10th day of February, 1848, by the circuit court of the United States, in and for the eastern district of Lotiisiana, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes, depending in the courts of the United States," passed February 20, 1812, and the act of Congress entitled "An act in addition to an act, entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1, 1717; and the act entitled "An act to establish the judicial courts of the United States," passed September 24, 1789, personally appeared Isaac Thomas and William R. Leckie, persons of sound mind and lawful age, witnesses for the plaintiffs in civil suit now depending in the district court of the United States, district of Texas, in chancery, wherein the New Orleans Canal and Banking Company are the plaintiffs, and Josiah S. Stafford and Jeanetta, his wife, are defendants; and the said Isaac Thomas and William R. Leckie being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say:

The witness, Gen. Isaac Thomas, says:

I have known the New Orleans Canal and Banking Company since its incorporation, and the defendants, Josiah S. Stafford and his wife, Jeanetta, for many years; I have no interest in the suit that I am aware of; I think that in the year 1840 or 1841, I purchased at the suit of the Canal Bank vs. Josiah Stafford, or Stafford and Wife, forty-eight (48) slaves, then on the plantation on bayou Bœuff, and on that day, or a few days previous, made an arrangement with Mrs. Stafford for them to remain on the plantation for a limited time, the place to be cultivated by us in common, she having slaves under the superintendence of her husband, Josiah S. Stafford; that I had made previous to the sale and purchase by me, an arrangement with the bank to have the command of its debt to assist me in securing myself as the endorser of Stafford, and mortgaged the slaves thus bought to the bank for its security for the purchased money by me; subsequently, my affairs falling into disorder by my endorsements and liabilities for others, pro-

ceedings were taken by the bank upon my mortgage against the slaves, which still remain on the plantation on bayou Bœuff, and many ineffectual efforts were made to seize them. I not being able to distinguish them from the others on the plantation, and the overseers refusing to point them out, although offered by me five hundred dollars ($500) cash to do so; that while things stood in that condition, I learned that William Maynord Staffor had made an arrangement with the bank by which the bank was to extinguish my debt, became the purchaser of the slaves, and convey them to him; but that whether the negroes described in exhibit A are the same bought by me, I am unable to say, not having the sheriff's conveyance to me before me, and having no personal acquaintance with them or recollection of their names; I have no knowledge when Mr. Stafford arrived at age of majority; Mrs. Stafford knew the day that I purchased or the day before that I went down to purchase under the Canal Bank mortgage, that I staid at her house the night before the sale and purchase, and it was then arranged between us that I should do so; the slaves to be purchased by me to remain on the plantation as before stated, and to be conducted for our common benefit by her husband; and in May, 1841, I made a contract with Mrs. Stafford to convey to her the slaves purchased by me as above stated, on her paying to the Canal Bank the debt due by me, created by their purchase, as shown in exhibit "4," which exhibit now being placed before me, enables me to speak with reference to the names of the slaves; that they are the same purchased by me under the bank mortgage; and on her releasing me and the estate of M. P. Flint on four notes of her husband then held by her as described in said exhibit "4;" and that she accepted the contract or conveyance thus made by me without warranty. I recognise the signature of J. S. Stafford in two places upon exhibit "7," being well acquainted with his handwriting; that of J. Stafford I am unable to fix, not being sufficiently acquainted with the handwriting of Mrs. Stafford to say that it is her's; and that the body of the handwriting on the back of this exhibit, is the handwriting of J. S. Stafford or H. M. Hyams. Exhibit "2" is in the handwriting of James T. Flint; the signature by A. G. Isaacks, which signature was authorized by me; the writing at the bottom of that exhibit is that of William Maynor Stafford, and the signature his. I recognise the signature of J. S. Stafford in two places to exhibit "3;" in relation to that of J. Stafford I cannot speak, not being sufficiently acquainted with the signature of Mrs. Stafford; I have no other knowledge of the slaves purchased by me, being those mortgaged by Stafford and wife to the Canal Bank, and by me afterwards to the bank, and by the bank sold to William Maynor Stafford, than the correspondence of the names in the different acts, and that I understood that the slaves were all removed by Josiah Stafford to Texas. I know nothing further of the arrangement made by William Maynor Stafford with the bank, than heretofore stated; consequently do not know whether in acquiring title from the bank he acted for himself or others.

J. THOMAS.

William R. Leckie says: I know the parties, plaintiff and defendant to this suit; the first, the bank, I have known since its institution; and the defendants, Josiah S. Stafford and Jeanetta, his wife, I have known for many years. The signature of J. S. Stafford I recognise in two places on exhibit No. "1," hereto annexed, but am not sufficiently acquainted with the handwriting of Mrs. J. Stafford to say that the signature on exhibit No. "1" is her signature. The body of the handwriting on the back of No. 1, is in the handwriting of H. M. Hyams. Exhibit No. "2," hereunto annexed, is in the handwriting of James T. Flint, and signed by A. J. Isaacks, and the second waiver is signed by William M. Stafford; I know that these are their signatures, being well acquainted with the same. I recognise the signature of J. S. Stafford in two places to exhibit "3," hereunto annexed; as to that of J. Stafford, I am unable to speak, not being sufficiently acquainted with her handwriting. The slaves on the plantation of J. S. Stafford and wife, were run off from Rapides, a guardian being on the plantation at the time, placed there by me as sheriff of the parish of Rapides, and presume that those mortgaged to the bank were included in the number run off, and I have understood that they have been taken to Texas.

WM. R. LECKIE.

United States of America, fifth circuit, and eastern district of Louisiana, city of New Orleans.

I, William O. Denegre, a commissioner, duly appointed on the 10th February, 1848, by the circuit court of the United States, for the ninth circuit, and eastern district of Louisiana, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil cases, depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled, 'an act for the more convenient taking of affidavits and bail in civil causes, depending in the courts of the United States,'" passed March 1st, 1817; and the act, entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, do hereby certify, that the reason for taking the foregoing depositions is, that the witnesses live in the city of New Orleans, State of Louisiana, more than one hundred miles from Galveston, State of Texas, the place of trial of the cause for and in which said depositions are taken and are necessary.

I further certify, that no notices were made out and served on the defendants, J. S. Stafford and Jeanetta his wife, their agents or attorney, to be present at the taking of the deposition, and to put interrogatories, if he or they may think fit; and that no notices were by me made out, and served on said Stafford and Jeanetta, his wife, or adverse parties, because, neither the said adverse parties, nor any agent or attorney of said adverse parties were at the time of taking said depositions, within (100) one hundred miles of the said city of New Orleans, the place of taking the said depositions, to the knowledge of the undersigned.

I further certify, that on this eighth (8) day of February, 1850, I was attended by the witnesses, who were of sound mind and lawful age, and the witnesses, Isaac Thomas and William R. Leckie, being by me carefully examined, and cautioned, and sworn to testify the whole truth, and the depositions being by me reduced to writing, in the presence of the witnesses, and after carefully reading the same to the witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession, for the purpose of sealing up, directing the same with my own hand, and forwarding to the court for which the same were taken.

I further certify, that I am not of counsel or attorney to either of the parties to the suit in said depositions and caption named, or in any way interested in the event of said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

[SEAL.]

W. O. DENEGRE,
U. S. Commissioner.

The following documents were filed by complainants, (marked No. 1, 2, 3, and 4,) on the 6th day of May, A. D. 1850, as evidence in this cause, and were offered as evidence on the hearing of this cause; the reading thereof was objected to by defendants, which objections were overruled, and the same were read in evidence by complainants.

Exhibit No. 1.—(No. 1.)

Notice to Stafford and wife.

THE STATE OF LOUISIANA,
Parish of Rapides.

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

To Josiah S. Stafford and wife, possessors, and Isaac Thomas, defendant.

You are hereby notified that, by virtue of a writ of fieri facias, issued out of the honorable the probate court in and for the parish of Rapides, and directed to the sheriff thereof, (said writ issuing in the above case,) I have this day seized all the right, title, and interest of defendant, Isaac Thomas, in and to the following described property, to wit:

The following named and described slaves, to wit: Ben, aged 36 years; William, 28; Edmund, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Willis, 22; L. Ben, 17; Wallace, 15; Stephen, 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britton, 22; Austin, 18; Dennis, 12; Richard, 10; Tom, 17; Mary, 28; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnston, 19; Vicey, 24; Charity, 38; Hester,

34; Violet, 16; Chloe, 27; Venus, 17; Minty, 14; Mardy, 10; Peggy, 9; Fanny, 33; Mary Hai, 20; Judy, 21; Maria, 6; and Pleasant, 14; together with their future increase, and the increase since the 11th May, 1836.

Now, therefore, unless you come forward within three days of the service hereof, and make payment of the above claim, I shall proceed to advertise and sell the above described property at public sale, according to law, to satisfy the same.

B. K. HUNTER, *Deputy Sheriff.*

ALEXANDRIA, LA., *May* 30th, 1844.

I accept service of the notice of seizure set forth on the reverse hereof, and I waive the three days required by law between notice of seizure and advertisement for sale; and I agree that the sheriff shall advertise the property forthwith for sale, in the same manner as if the delay of three days had expired between this notice and the time for advertisement.

J. STAFFORD.
J. S. STAFFORD.

I authorize and empower my wife to make the above acknowledgment and waiver of time.

J. S. STAFFORD.

Exhibit No. 2.

PARISH OF RAPIDES.

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

Probate court.

NEW ORLEANS CANAL and Banking Company
vs.
I. THOMAS and Wife.

District court.

In the above cases, as agent of Isaac Thomas, I hereby waive all legal notices and formalities previous to the sale of the property which has been seized conjointly under the writs above mentioned; and also waive the necessity of any appraisement of the slaves which have been seized under the above mentioned writs, and agree that the same may be sold for cash without appraisement, so far as said Thomas is concerned therein. May 29th, 1844.

A. J. ISAACKS.

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

Probate court.

NEW ORLEANS CANAL and Banking Company
vs.
ISAAC THOMAS and Wife.

District court, Rapides.

In these cases, or either of them, I agree that the sheriff shall sell the slaves, seized on either of the executions, for cash, without the necessity of appraisement thereof; and I further waive any and all other delays for the sale of the slaves seized, where I may not already have made the same; and that said sale may take place this day for cash, without the benefit of appraisement.

W. M. STAFFORD,
Agent and attorney for Jeanetta Stafford and husband.

MONDAY, *July* 8th, 1844.

Exhibit No. 3.—(Exhibit No. 3.)

ADELIA E. FLINT and Husband
vs.
ISAAC THOMAS.

Probate court, Rapides.

NEW ORLEANS CANAL and Banking Company
vs.
ISAAC THOMAS.

District court of Rapides.

In these cases, or either of them, I agree that the sheriff shall sell the slaves, seized on either of the executions, for cash, without the necessity of appraisement thereof; and I further waive any and all other delays for the sale of the slaves seized, where I may not already have made the same; and that said sale may take place this day for cash, without benefit of appraisement.

J. STAFFORD.
J. S. STAFFORD.

JULY 8th, 1844.

I authorize and empower my wife to make the above waivers.

J. S. STAFFORD.

July 8th, 1844.

Exhibit No. 4.

No. 4.

Before me, George Richard Waters, parish judge and ex officio notary public, in and for the parish of Rapides, State of Louisiana, and

the undersigned witnesses, personally came and appeared, Isaac Thomas, an inhabitant of the parish and State aforesaid, who declares that he had, and does hereby covenant, agree, and bind himself unto Madame Jeanetta Kirkland, wife of Josiah Seth Stafford, who herein authorizes, assists, and aids his said wife, residents of the parish and State aforesaid, in the manner, form, and effect hereinafter set forth, to wit:

The said Isaac Thomas, by these presents, binds and oligates himself to make unto the said Jeanetta Stafford, assisted and authorized as aforesaid, so soon as she is capable of receiving the same, after a judgment of separation of property shall have been rendered according to law, between the said Mrs. J. Stafford and her said husband, J. S. Stafford, and so soon as she shall pay to the New Orleans Canal and Banking Company, the sum of eight thousand seven hundred and fifty dollars, due by the said J. Thomas and wife, and which form part of the consideration, as hereinafter expressed, a good and valid title to the property of the description following, to wit, negro slaves, all slaves for life, of the names and ages as follows:

Ben, aged 36 years; William, 28; Edmond, 27; Sam Rogers, 34; Jerry, 50; Bob, 20; Henry, 32; Friday, 40; Alonzo, 26; George Lee, 19; Dick, 15; Willis, 22; L. Ben, 17; Wallace, 15; Stephen 16; Big Lewis, 27; Lewis, 14; Levi, 17; Frank, 19; Britton, 22; Austin, 18; Dennis, 12; Richard 10; Tom, 17; Mary, 38; Charlotte, 29; Maria, 40; America, 18; Cynthia, 42; Maria Johnston, 19; Vicey, 24; Charity, 38; Hestor, 34; Violet, 16; Chloe, 27; Venus, 17; Minta, 14; Amanda, 10; Nancy, 14; Peggy, 9; Fanny, 33; Mary Hod, 20; Judy, 21; Maria, 6; Pleasant, 14; being the same slaves acquired by the said Isaac Thomas, at a sheriff's of the property of J. S. Stafford and wife, made at the instance and suit of the New Orleans Canal and Banking Company, on the eighth day of August last, (1840,) and the deed evidencing the same, is of record in the office of the parish judge of Rapides, on the 29th August, 1840. The said Isaac Thomas hereby promising and engaging to bargain, sell, transfer, and deliver, and by these presents, bargaining, transferring, selling, and delivering, unto the said Mrs. J. Stafford, so soon as she may by the law be capable to receive and accept the above described negro slaves with their future increase from this time:

To have and to hold the above described negro slaves to her, the said Mrs. J. Stafford, her heirs and assigns forever.

And now, the said Isaac Thomas doth covenant and agree, to and with the said Mrs. J. Stafford, authorized as aforesaid, that he will warrant and forever defend the above described slaves, against the claim of himself, and those claiming by, through, from, or under him, but not beyond; the said Mrs. Stafford accepting this limited and restricted warranty by the said Isaac Thomas, subrogating hereto all his rights and actions of warranty against his vendor, and the vendors of his vendor, which he hereby expressly does; and the said I. Thomas expressly refuses to warrant the said slaves, or any of them, against any of the redhibitory vices and defects prescribed by law; the said Mrs. J. Staf-

ford declaring herself well acquainted with the said slaves, and expressing herself willing to dispense with any such warranty, and, by these presents, forever discharging the said Thomas from any pursuit or recourse arising therefrom. This engagement and promise of sale is made in and for the consideration following, to wit:

The said Mrs. Jeanetta Stafford has this day paid unto Mrs. Elizabeth Susan Callehan, widow of Leroy Stafford, deceased, and she is now the owner and holder of four certain promissory notes, executed by J. S. Stafford to the order of Isaac Thomas, and by him and M. P. Flint endorsed, each for the sum of eight thousand seven hundred and forty-two dollars and seventy-one and three-quarter cents, one payable on the first day of February, eighteen hundred and thirty-seven, and the other three successively on the first day of February, eighteen hundred and thirty-eight, eighteen hundred and thirty-nine, and eighteen hundred and forty, each containing a reserved privilege in favor of the maker of postponing the payment for two years after maturity. Now, as a portion of said consideration, she does surrender and deliver up into the possession of the said I. Thomas the four above described promissory notes; she, the said Mrs. J. Stafford, making hereby the said Thomas, the owner and holder of said promissory notes; the balance of said consideration is as follows:

The said Madame J. Stafford binds herself to pay to the New Orleans Canal and Banking Company, at their office of discount and deposit, at Alexandria, the sum of eight thousand seven hundred and fifty dollars, it being the residue due on a bond to said corporation by the said Isaac Thomas and wife, executed, and which bond is secured by mortgage on the above described slaves, with other property to said institution, and which said act of mortgage is of record in the office of the parish judge of Rapides, on the 15th day of September, 1840. She, the said Mrs. J. Stafford, hereby binding herself (authorized as aforesaid) to save the said Thomas and wife and their securities harmless from said bond. And the said Mrs. J. Stafford, assisted as aforesaid, hereby waives and dispenses with the production and mention herein of any certificates of the recorder of mortgages as required by law.

In testimony whereof the said Isaac Thomas, and the said Mrs. J. Stafford, authorized and assisted as aforesaid, here present and accepting, have hereunto signed their names, together with the said J. S. Stafford, on this twenty-second day of May, eighteen hundred and forty-one.

J. THOMAS,
JEANNETTA STAFFORD,
J. S. STAFFORD.

Witnesses:
GEORGE JONES,
G. E. FRENCH.

Done and passed before me, GEORGE R. WATERS,
Parish judge.

Filed May 22d, 1841, and recorded in mortgage book G, pages 9 and 10, and in conveyance book T, pages 66 and 67.

GEORGE R. WATERS,
Parish judge.

STATE OF LOUISIANA,
Parish of Rapides.

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, keeper of the records of deeds and mortgages for said parish of Rapides, do hereby certify, that the above and foregoing is a true copy of the original on file and of record in my office.

[L. S.] Given under my hand and seal of office, as recorder aforesaid, for said parish of Rapides, this sixteenth day of October, A. D. 1849.

J. A. THOMS, *Recorder.*

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of the said court, in and for said parishes, do hereby certify, that the foregoing attestation is in due form and made by the proper officer.

Given under my hand, at chambers, in the parish of Avoyelles, this 23d day of October, A. D. 1849.

RALPH CUSHMAN,
Judge 13th district.

CLERK'S OFFICE, *parish of Rapides,*
Thirteenth judicial district,
State of Louisiana.

I, Josiah Hale, clerk of the district court of the parish of Rapides, for the thirteenth judicial district, State of Louisiana, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was at the date thereof, sole judge of the thirteenth judicial district, in and for the State of Louisiana, presiding in the parishes of Rapides and Avoyelles, and that said Ralph Cushman is duly commissioned and qualified as such.

[L. S.] Given under my hand and the seal of said court, for the parish of Rapides aforesaid, at Alexandria, this 23d day of October, 1849.

JOSIAH HALL, *Clerk.*

(*No. 5*)—*Exhibit No. 5.*

Before me, George Richard Waters, parish judge and ex officio notary public in and for the parish of Rapides, State of Louisiana, and the undersigned competent witnesses, personally came and appeared Isaac Thomas, an inhabitant of the parish of Rapides, State of Louisiana, who declared that on the twenty-second day of May, in the year

of our Lord one thousand eight hundred and forty-one, by act passed before George R. Waters, parish judge, in and for the said parish of Rapides, he covenanted to convey unto Mrs. Jeanetta Kirkland, wife of Josiah Seth Stafford, of same residence, certain negro slaves, particularly described in said act, on the conditions and for the considerations therein specifically set forth, so soon as the said Mrs. Jeannetta Stafford should be legally and judicially separated in property from and with her said husband.

Now, the said Thomas declared that he ratified, confirmed, and approved the said act in all its clauses, stipulations and conditions, hereby making the same an absolute and perfect sale; the said Mrs. J. Stafford being now capable of accepting the same, and the said Mrs. J. Stafford who, by and with the consent of her husband, the said J. S. Stafford, and duly authorized, aided, and assisted by him, is a party to this act, promises and engages upon her part to pay in manner and form the consideration as therein set forth.

Now, the said Isaac Thomas declared that a portion of the consideration of the said engagement and promise of sale, from himself to Mrs. Jeannetta Stafford was that she should relieve himself and Micah P. Flint from their endorsement on four certain promissory notes, particularly described in said act of the 22d May, A. D. 1841, and which act to explain this is particularly referred to, and which said notes were held by Mrs. Elizabeth Susan Callihan, widow and relict of Leroy Stafford, deceased, that by certain transactions between the said Mrs. J. Stafford and Mr. E. S. Stafford, the said Mrs. J. Stafford became the holder of said notes. The said transactions between the said Mrs. J. Stafford, E. S. Stafford, and this appearer, of record in the office of the parish judge of Rapides on the 22d May, A. D. 1841, are particularly referred to.

Now, the said Thomas declared, that to secure them against all loss from their endorsement of said notes, he and M. P. Flint held two mortgages granted in their favor by Josiah S. Stafford, and recorded on the 9th day of June, A. D. 1836, and the other on the 22d day of April, A. D. 1837; that when the said Mrs. J. Stafford became the holder of said notes, and relieved himself and M. P. Flint from their endorsement thereof by erasing their endorsement thereon, that she occupied their place and stead with regard to the mortgages held as aforesaid by them against her said husband, and was subrogated to their rights of mortgage aforesaid, that said subrogation though operated by law, it, in addition thereto, is hereby expressly made both for himself and the said M. P. Flint, the said Thomas acting as the executor of the said M. P. Flint; this clause is subject upon the part of the said I. Thomas, and M. P. Flint, and the said Mrs. J. Stafford, to the stipulation contained in an act of the 22d May, A. D. 1841, of record in the office of the parish judge of Rapides on said date, and herein particularly referred to between the said Mrs. J. Stafford, E. S. Stafford, and I. Thomas, and M. P. Flint, in which both the said Mrs. J. Stafford, and M. P. Flint, and I. Thomas, join in subrogating the said Mrs. I.

S. Stafford to certain rights under the mortgages aforesaid. And the said Mrs. Jeannetta Stafford, postponing, which she hereby does, her rights under said mortgages, to the mortgage granted by herself and husband in favor of the Union Bank of Louisiana, on the 22d May, A. D. 1841, by act passed before me the *the* undersigned judge, it being a portion of the agreement of the said parties hereto, and Mrs. E. S. Stafford, under the acts above referred to of the 22d May, 1841, that said mortgages should be postponed in favor of the mortgage of the Union Bank of Louisiana.

In testimony whereof the said Isaac Thomas hereto signs his name, at the parish of Rapides, State of Louisiana, on the 27th October, A. D. 1842.

I. THOMAS.

Witnesses as to Isaac Thomas—
JAMES T. FLINT,
J. W. DODD.

And in testimony of the foregoing, Mrs. J. S. Stafford authorized by her husband hereto signs her name on this thirty-first day of October, in the year of our Lord one thousand eight hundred and forty-two.

J. S. STAFFORD,
J. STAFFORD.

Witnesses—
W. M. STAFFORD,
GEO. C. SMITH.

Done and passed before me.

GEO. R. WATERS,
Pro. judge.

Filed November 1st, 1842, and duly recorded in conveyance book T, page 364 and 375.

STATE OF LOUISIANA, *parish of Rapides.*

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, keeper of the records of deeds and mortgages for said parish of Rapides, do hereby certify, that the above and foregoing is a true copy of the original on file of record in my office.

Given under my hand and seal of office as aforesaid for said parish of Rapides, this 22d day of October, A. D. 1849.

[L. S.] J. A. THOMS, *Recorder.*

I, Ralph Cushman, sole judge of the thirteenth judicial district in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court for said parishes, do hereby certify, the foregoing attestation is in due form and made by the proper officer.

Given under my hand at chambers, at Avoyelles, this 23d day of October, A. D. 1849.

RALPH CUSHMAN,
Judge, 13th district.

Clerk's office, parish of Rapides, 13th judicial district, State of Louisiana.

I, Josiah Hale, clerk of the district court of the thirteenth judicial district, in and for the parish of Rapides, and State of Louisiana, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was at the date thereof, sole judge in and for the thirteenth judicial district, State of Louisiana, presiding in and for the parishes of Rapides and Avoyelles, and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand as clerk aforesaid, and the seal of said court for the parish of Rapides, at Alexandria, this 23d day of October, 1849.

[L. S.]

JOSIAH HALE, *Clerk.*

The following depositions of Charles S. Leckie, Roger Robert, C. J. Cheney, Theophilus Hawkins, L. A. Robert, Robt. L. Tanner, and M. R. Ariel, were offered in evidence on the hearing of this cause; the reading thereof was objected to by defendants; objections were overruled, and the same were then read by *by* complainants:

UNITED STATES DISTRICT COURT,
District of Texas.

December term, 1849.

To Harris, a justice of the peace, and Thomas Scott, notary public of the parish of Rapides, in the State of Louisiana.

Know ye, that reposing special trust and confidence in your integrity and ability, do hereby authorize and require you, or either of you, to cause to come before you, Roger Roberts, L. A. Robert, R. L. Tanner, Charles F. Cheney, Doctor Theophilus Hawkins, Charles A. Leckie, James F. Flint, Aaron Prescott, M. R. Ariel, and J. Hale, of the State of Louisiana, and them duly examine on oath touching and concerning matters and things in a certain cause now depending in said court, wherein the New Orleans Canal and Banking Company are complainants, and Josiah S. Stafford and Jeanetta Stafford, his wife *wife*, are defendants.

And the said examination so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the honorable John C. Watrous, judge of said court, and seal of court, at the city of Galveston, this 14th day of January, A. D. 1850, and of the independence of the United States the 74th year.

[L. S.]

JAMES LOVE, *Clerk.*

Interrogatories to R. Robert, L. A. Robert, R. L. Tanner, Chas. S. Leckie, Theo. Hawkins, Chas. G. Leckie.

UNITED STATES DISTRICT COURT,
State of Texas.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

Interrogatories to be propounded to Roger Robert, L. A. Robert, R. L. Tanner, Charles F. Cheney, Dr. Theophilus Hawkins, Chas. A. Leakie, of the State of Louisiana, witnesses to be produced, sworn, and examined on the part of the complainant, under and by virtue of a commission to be issued. The above entitled cause directed to .

First interrogatory. Do you know the parties, complainant and defendant, or either and which of them, and how long have you known them respectively?

Second interrogatory. Have you any interest in the event of this suit, it being a suit to foreclose the vendor's lien upon certain slaves for life, described [by] an act between the New Orleans Canal and Banking Company and William Mainer Stafford, dated the 12th day of July, 1844, and in which said negroes are thus described, viz: Ben, aged 44 years; Bob, 28 years; Willis, 30; Stephen, 24; Frank, 27; Tom, 25; Cynthia, 50; Chloe, 35; America, 36; Nancy, 22; Judy, 28; Edmund, aged 35 years; George Lee, 27; Little Ben, 25; Big Lewis, 35; Britain, 30; Charlotte, 37; Charity, 46; Venus, 25; Maria Johnson, 27; Peggy, 17; Maria, 48; Sam Rogers, 42; Dick, 23; Wallace, 23; Levi, 25; Austin, 26; Mardy, 18; Violet, 24; Minty, 22; Vicey, 32; Fanny, 41; Pleasant, 22; do you know any thing of said negroes; if so, what; in whose possession were such negroes; who managed and controlled them; what became of them; where are they now?

Third interrogatory. Where did Josiah S. Stafford and wife reside? If you say they resided on a plantation, describe its position accurately, and state whether or not there were negroes on the plantation; if so, how many; to whom did they belong; what liens or claims, if any, were upon said negroes; what has become of said negroes; how long had Stafford and wife resided upon said plantation; and when did they leave the same?

Fourth interrogatory. Do you know anything, and if so, what, of any lien, or claim, or interest of one Isaac Thomas, in or to the whole or any part of the negroes, if any [on] aforesaid plantation, and if a part, what part?

Fifth interrogatory. Do you know anything, and if so, what, of a lien or claim of the New Orleans Canal and Banking Company, the complainant herein, to the whole or a part of the negroes on said plantation, if any? And state whether or not they are the same or different

from the negroes owned or claimed by said Isaac Thomas, or the same or different from the negroes named in the second interrogatory.

Sixth interrogatory. Where were the negroes referred to in the previous interrogatory on the 12th day of July, 1844, in whose possession or under whose control; what has become of said negroes; are they still in Louisiana, or have they been removed; if removed, how, when, and under what circumstances?

Seventh interrogatory. If you say the said negroes were removed from Louisiana, were they removed openly or clandestinely; when were they so removed and by whom, and in whose possession and under whose control were they at the time of removal?

Eighth interrogatory. When did Josiah S. Stafford leave the parish of Rapides, in State of Louisiana; when did Mrs. Jeanetta Stafford leave; where did Josiah S. Stafford reside up to the time of his leaving; where did Mrs. Jeanetta Stafford reside; and how long had they respectively resided at said place?

Ninth interrogatory. If you say Josiah S. Stafford and wife resided together on a plantation, were there negroes or not on such plantation; if so, how many; what has become of them; where are they now; to whom did they belong; were there any liens or claims upon them; if so, in whose favor?

Tenth interrogatory. Do you know William M. Stafford; is he in any way related to the defendant, Josiah S. Stafford, or his wife; if so, state the relationship; where did William M. Stafford reside, and where is he now?

Last interrogatory. Do you know, or can you set forth, any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in the cause; if yea, set forth the same fully and at large in your answer?

JONES, BUTLER, & BALLINGER,
For complainants.

I agree to the issuance of commission forthwith to take the witnesses' testimony on the foregoing interrogatories.

ROB. HUGHES,
For defendants.

January 10th, 1850.

No. 21.

Deposition of C. S. Leckie.

UNITED STATES DISTRICT COURT,
State of Texas.

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

In pursuance of a commission issuing from the district court of the

United States hereto annexed, and to me directed, I have this day caused to appear before me, Charles S. Leckie, one of the persons named in said commission, a witness in said cause, who having been by me first duly sworn on the holy evangelists of Almighty God, true answers to make unto all such interrogatories as might be propounded to him touching the said cause, did depose and answer as follows:

To the first interrogatory he answers and says: He does know them all; at least the defendants; knows such an institution as the Canal Bank; has known them for many years.

To the second interrogatory he answers and says: He has no interest in this suit, directly or indirectly; some time in the year 1844 he was deputy sheriff of Wm. R. Leckie, sheriff of the parish of Rapides, made a seizure of slaves, then in possession of Josiah and Jeanetta Stafford, his wife, living on bayou Bœuf, parish of Rapides, La., under an order of seizure and sale issuing from the district court of the parish of Rapides, at the suit of the New Orleans Canal and Banking Company vs. Isaac Thomas; and also made a seizure under a writ of fieri facias issuing from the probate court of the parish of Rapides, at the suit of Adelia E. Flint and husband vs. Isaac Thomas, and under which latter execution he sold said slaves on the 8th July, 1844; they were purchased by the New Orleans Canal and Banking Company, and a deed for the same was made to said bank; that subsequently said bank sold said slaves to Wm. M. Stafford, and the slaves recited in the 2d interrogatory are the same slaves; those slaves were in possession of J. S. Stafford and wife, apparently managed and controlled by them; a short time afterwards said slaves, as well as others, were removed from the parish of Rapides to the then republic of Texas, and respondent supposes, if the same are not dead, remain in that county at this time.

To the third interrogatory respondent answers and says: The defendants resided near the town of Cheneyville on bayou Bœuff, in the parish of Rapides, La., on the plantation usually cultivated and controlled by them; there were other negroes also on said plantation, and a large number of them; knows not how many; some of these slaves belonged to Wm. M. Stafford, by purchase from the Canal Bank, as above stated; and other slaves also belonged to W. M. Stafford, by purchase under a writ of the Union Bank vs. J. S. Stafford and wife; does not know with what liens or claims said slaves were encumbered; as before stated they were removed to Texas; Stafford and wife resided on said plantation for many years; J. S. Stafford left Rapides, with the slaves mentioned, some time early in the year 1845; Mrs. Stafford, his wife, left some time in the fall of the same year, (via New Orleans.)

To the fourth interrogatory respondent answers and says: That he knows nothing of the lien of Isaac Thomas on said slaves, further than that they were seized and sold as his property, as already stated.

To the fifth interrogatory he says: That he made the sale recited, under the execution of Adelia E. Flint and husband vs. Isaac Thomas, at which the Canal Bank purchased; the property being in the name of J. Thomas, although on the plantation, and, to every appearance,

owned and controlled by Josiah S. Stafford and wife; there was no sale made under the writ of seizure of the said Bank vs. Isaac Thomas.

To the sixth interrogatory he answers and says: That at the time referred to, to wit, 12th July, 1844, said slaves were on the plantation of defendants, and to all appearances under their control; they were all removed to Texas.

To the seventh interrogatory he answers: They were removed clandestinely, on or about the last of February, 1845; the slaves were controlled by Stafford and wife, and in their possession at the time of their removal.

To the eighth interrogatory, his answer is contained in previous answers.

To the ninth interrogatory he answers and says: That said Stafford and wife resided together on said plantation; there were a great many slaves on said plantation, and he verily believes said slaves are now in Texas, if not dead; they were purchased by Wm. M. Stafford, as before stated; believes there were many liens or claims against said property.

To the tenth interrogatory he answers: That he does know the said Wm. M. Stafford; he is the brother of the said J. S. Stafford; practised law, and resided at the time of the removal of said slaves in the town of Alexandria, about thirty miles from said plantation; he is now in California.

In answer to the eleventh interrogatory respondent states: That he knows of nothing more material to these parties.

In faith whereof he has hereunto signed his name at Alexandria, this 9th day of February, A. D. 1850.

CHAS. S. LECKIE.

STATE OF LOUISIANA,
Parish of Rapides.

I certify that, in pursuance of the commission hereto annexed, I caused Charles S. Leckie, one of the witnesses in the commission named, to appear before me on this ninth day of February, 1850; and that, after having first sworn him, as stated in the caption hereto, took down his answers to the interrogatories annexed, which were propounded to him in the order and form in which they are written; after which he subscribed his name to them in my presence.

In testimony whereof, I have hereunto signed my name and affixed [L. S.] hereto my seal of office, this 9th day of February, A. D. 1850.

THOS. F. SCOTT,
Notary public.

No. 22.

Deposition of R. Robert.

UNITED STATES DISTRICT COURT,
State of Texas.

NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and JEANETTA, his wife.

In pursuance of a commission issuing from the district court of the United States, hereto annexed, and to me directed, I have this day caused to appear before me Roger Roberts, one of the persons named in said commission, a witness in the above entitled cause, who having been by me first duly sworn upon the holy evangelists of Almighty God, true answers to make to all such interrogatories as might be propounded to him touching this cause, did depose and answer as follows:

To the 1st interrogatory respondent answers and says: He knew J. S. Stafford for some two years previous to his leaving Rapides; knew but little of Mrs. Stafford, his wife, and only a short time previous to her leaving.

To the 2d interrogatory he answers and says: He has no interest in the event of this suit; he is acquainted with, and knows several of the negroes mentioned in this interrogatory—some eight or ten whom he recognises by name; these, together with other negroes, some eighty perhaps, were in possession and controlled by J. S. Stafford and wife. Respondent was employed as manager on said plantation, by J. S. Stafford; said negroes were removed from the plantation cultivated by said defendants, and believes they were carried to Texas.

To the 3d interrogatory he answers and says: That J. S. Stafford and wife resided on a plantation on bayou Bœuff, in the parish of Rapides, Louisiana, adjoining the town of Cheneyville immediately above. There were many negroes on said plantation; thinks about eighty in number, apparently belonging to Stafford and wife; respondent believes they were removed to Texas; does not know how long defendants had resided on said plantation; J. S. Stafford left said plantation about the last of February or first of March, 1845; Mrs. Stafford left some months after. The negroes to whom he alludes were those about the quarter, and not those about the house.

To the 4th interrogatory respondent answers and says: That he knows nothing of any liens, or claim, or interest, of Isaac Thomas, in or upon said negroes, or any part thereof.

To the fifth interrogatory he answers: That he knows nothing of any lien or claim of the Canal bank upon said negroes.

To the sixth interrogatory he answers and says: That those mentioned, together with other negroes, were on the plantation of said J. S. Stafford and wife at the time referred to, to wit, the 12th July, 1844, they were in the possession of and under the control of defendants; said negroes were removed from Louisiana into the then Republic of Texas;

they were under the control of the said Stafford at the time of their removal.

To the 7th interrogatory respondent answers and says: That said negroes were removed clandestinely on or about the last of February or first of March, 1845; they were in the possession and under the control of said Stafford at the time.

To the 8th interrogatory respondent answers and says: That Josiah S. Stafford, as before stated, left the parish of Rapides about the latter part of February, 1845; Mrs. Stafford left in the fall or winter of the same year. They resided together on the above mentioned plantation up to the time of their leaving.

To the 9th interrogatory he answers and says: There were about eighty negroes on said plantation; he verily believes they were removed to Texas; they apparently belonged to said Stafford and wife; knows nothing of any liens or claims upon said negroes.

To the 10th interrogatory he answers: That he does know W. M. Stafford; he is the brother of said J. S. Stafford; he resided, at the time of the removal of said negroes, in the town of Alexandria; he is now in California.

To the 11th interrogatory deponent answers: That he knows of nothing further than he has stated in his previous answers material to the parties to this suit.

In faith whereof he has hereunto signed his name, at the parish of Rapides, this 11th day of February, A. D. 1850.

ROGER ROBERTS.

STATE OF LOUISIANA, *parish of Rapides.*

I certify, that, in pursuance of the commission hereto annexed, I caused Roger Roberts, one of the witnesses in the commission named, to appear before me, on this 11th day of February, A. D. 1850, and after having first sworn him, as stated in the caption hereto, took down his answers to the interrogatories annexed, which were propounded to him in the order and form in which they are written, after which he subscribed his name to them in my presence.

In testimony whereof I have hereunto signed my name, and affixed hereto my seal of office, at Alexandria, this eleventh day of February, A. D. 1850. [L. S.]

THOS. F. SCOTT, *Notary pub.*

Deposition of C. J. Cheney.

UNITED STATES DISTRICT COURT,

State of Texas.

NEW ORLEANS CANAL AND BANKING COMPANY } vs. JOSIAH S. STAFFORD and JEANETTA, his wife. }

In pursuance of a commission issuing from the district court of the United States, hereto annexed, and to me directed, I have this day

caused to appear before me Charles J. Cheney, one of the persons named in said commission, a witness in the above named cause, who having been by me first duly sworn upon the holy evangelists of Almighty God, true answers to make to all such interrogatories as might be propounded to him touching the said cause, did depose and answer as follows:

To the 1st interrogatory deponent answers and says: That he knows all the parties to this suit; has known J. S. Stafford for many years; knows Mrs. Jeanetta Stafford but slightly.

To the 2d interrogatory he answers and says: That he has no interest whatever in the issue of this suit; he does not know individually any of the negroes named in said interrogatory, except "Ben;" there were negroes on the plantation of J. S. Stafford, in the possession of and controlled by him; those negroes were removed from this State, or from the plantation of defendants; knows not where the same are now.

To the 3d interrogatory he answers and says: That Josiah S. Stafford and wife resided on a plantation on bayou Bœuff, in the parish of Rapides, immediately above the town of Cheneyville; there were negroes; knows not how many; thinks the same belonged to Wm. M. Stafford; does not know anything of any liens or claims upon said negroes; does not know what has become of said negroes; Stafford and wife had resided on said plantation six or eight years, and left the same in the year 1845.

To the 4th interrogatory deponent answers and says: He knows nothing of any lien or claim of Isaac Thomas in or upon said negroes, or any part thereof.

To the 5th interrogatory he answers and says: That he does not know anything concerning the claim of the Canal Bank upon said negroes.

To the 6th interrogatory he answers and says: That there were negroes on the plantation of J. S. Stafford and wife, managed and controlled by them at the time referred to, to wit, the 12th day of July, 1844; does not know that they were the same mentioned in interrogatory 2d; said negroes were removed from the plantation of said Stafford some time in the month of February, 1845; does not know under what circumstances said negroes were removed.

To the 7th interrogatory deponent answers: That he does not know under what circumstances said negroes were removed; the negroes were at that time under the control and in the possession of J. S. Stafford and wife.

To the 8th interrogatory he answers and says: That Josiah S. Stafford left the parish of Rapides some time early in the year 1845; Mrs. Stafford left in the latter part of the same year; J. S. Stafford resided up to the time of his leaving, on the said plantation; Mrs. Stafford also resided there; they had resided there during many years.

To the 9th interrogatory he answers and says: That there were many negroes on said place; does not know many; does not know what has become of them, nor where they are at present; they were in posses-

sion of Stafford and wife; knows nothing about any liens or claims upon said negroes.

To the 10th interrogatory deponent answers and says: He is well acquainted with Wm. M. Stafford; he is the brother of J. S. Stafford; resided at the time of the removal of said negroes in the town of Alexandria; believes he is now in California.

To the 11th interrogatory he answers: That he has stated in his previous answers all that he knows which could be of any interest to the parties to this suit.

In faith whereof he has hereunto signed his name at the parish of Rapides, this 11th day of February, A. D. 1850.

C. J. CHENEY.

STATE OF LOUISIANA,
Parish of Rapides.

I hereby certify, that, in pursuance of a commission hereto annexed, I caused Charles J. Cheney, one of the witnesses named in said commission, to appear before me, on this 11th day of February, 1850, and having first duly sworn him as stated in the caption hereto, took down his answers to the interrogatories annexed, which were propounded to him in the order and form in which they are written, after which he subscribed his name to them in my presence.

In testimony whereof I have hereunto signed my name, this 11th day of February, A. D. 1850, and affixed hereto my seal of office.

[SEAL.]

THOS. F. SCOTT,
Notary public.

Deposition of Dr. Hawkins.

UNITED STATES DISTRICT COURT;
State of Texas.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

In pursuance of a commission issuing from the district court of the United States, hereto annexed and to me directed, I have this day caused to appear before me Theophilus Hawkins, of the parish of Rapides, one of the persons named in said commission, a witness in said cause, who having been by me first duly sworn on the holy evangelists of Almighty God true answers to make to all such interrogatories as might be propounded to him touching the said cause, did depose and answer as follows:

To the 1st interrogatory respondent answers and says: That he knows all the parties to this suit; has known them for several years.

To the 2d interrogatory he answers and says: That he has no interest in the event of this suit; knows nothing of said negroes mentioned in 2d interrogatory.

To the 3d interrogatory he answers and says: That Josiah S. Stafford and wife resided on a plantation about one mile above the town of Cheneyville, on bayou Bœuff, in the parish of Rapides, Louisiana; there were many negroes on said plantation, apparently belonging to said Stafford and wife; knows not how many; probably from 100 to 120; knows nothing of any liens or claims upon said negroes; it is said, and respondent believes, they were removed to Texas; said Stafford and wife had resided on said plantation some six or eight years. Josiah S. Stafford left the parish of Rapides some time in February, 1845; his wife, Mrs. Stafford, left some time in the fall or winter of the same year.

To the 4th interrogatory he answers and says: That he knows nothing of any liens or claims of Isaac Thomas upon said negroes, or any part thereof.

To the 5th interrogatory he answers: That he knows nothing of any lien or claims of the Canal Bank upon said negroes.

To the 6th interrogatory he answers and says: That there were many negroes on the plantation of Stafford and wife at the time referred to, to wit, the 12th July, 1844; does not know whether they were the same mentioned in 2d interrogatory; they were apparently in the possession and under the control of defendants; said negroes, it is said, and respondent believes, were removed from Louisiana to Texas, rumor says clandestinely.

To the 7th interrogatory respondent answers and says: That he knows nothing of his own knowledge of the removal of the negroes on said plantation; believes they were removed clandestinely, as before stated, in February, 1845; they were all apparently under the control of Stafford and wife.

To the 8th interrogatory: His answer is contained in answers to previous interrogatories.

To the 9th interrogatory he answers and says: There were many negroes on said plantation upon which the defendants resided; thinks there were from 100 to 120; believes they were removed to Texas, and presumes they are there still; knows nothing of any lien or claims upon them.

To the 10th interrogatory he answers: That he does know the said Wm. M. Stafford; he is a brother to the said J. S. Stafford; at the time of the removal of said slaves he resided in the town of Alexandria; he is now in California.

To the 11th interrogatory respondent states: That he knows nothing further of any interest to the parties to this suit.

In faith whereof he has hereunto signed his name, at the parish of Rapides, this 11th day of February, A. D. 1850.

THEO. HAWKINS.

STATE OF LOUISIANA,
Parish of Rapides.

I certify that, in pursuance of the commission hereto annexed, I caused Theophilus Hawkins, one of the witnesses in said commission named, to appear before me on this eleventh day of February, A. D. 1850, and after having first sworn him as stated in the caption hereto, took down his answers to the interrogatories annexed, which were propounded to him in the order and form in which they are written; after which he subscribed his name to them in my presence.

In testimony whereof I have hereunto signed my name, and affixed my seal of office, this 11th day of February, A. D. 1850.

[SEAL.]

THOS. F. SCOTT,
Notary Public.

No. 23.

Deposition of L. A. Robert.

UNITED STATES DISTRICT COURT,
State of Texas.

NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and JEANETTA, his wife.

In pursuance of a commission issuing from the district court of the United States, hereto annexed, and to me directed, I have this day caused to appear before me L. A. Robert, one of the persons named in said commission, a witness in said cause, who, having been by me first duly sworn on the holy evangelists of Almighty God true answers to make to all such interrogatories as might be propounded to him, touching the said cause, did depose and answer as follows:

To the 1st interrogatory respondent answers and says: That he is well acquainted with the defendants in this suit, and knows such an institution as the New Orleans Canal and Banking Company.

To the 2d interrogatory he answers and says: That he has no interest in the event of this suit; he knows some of the negroes mentioned in this 2d interrogatory; some four or five by name; these, together with other negroes, were in possession of J. S. Stafford and wife, who apparently managed and controlled them; they were removed from the plantation of Stafford and wife, and respondent believes they were carried to Texas.

To the 3d interrogatory he answers and says: That Stafford and wife resided on a plantation on bayou Bœuff, in the parish of Rapides, immediately above the town of Cheneyville; there were many negroes on said plantation, probably from eighty to one hundred, apparently belonging to Stafford and wife; knows nothing of any liens or claims upon said negroes; said Stafford and wife had resided on said plantation some

eight or ten years, and left the same, he thinks, some time early in the year 1845.

To the 4th interrogatory respondent answers and says: That he knows nothing of any lien or claim of Isaac Thomas in or upon said negroes.

To the 5th interrogatory he answers and says: That he knows nothing of any lien or claim of the New Orleans Canal and Banking Company in or upon said negroes.

To the 6th interrogatory he answers and says: That the above mentioned negroes, together with others, were on the plantation of said Stafford and wife on the day referred to, to wit, 12th July, 1844; they were in the possession of, and under the control of, said Stafford and wife; said negroes, as before stated, have been removed from Louisiana, and respondent verily believes were removed to Texas some time early in the year 1845.

To the 7th interrogatory he answers and says: That said negroes were removed clandestinely about the time as before stated; they were under the control and in possession of defendants at the time of their removal.

To the 8th interrogatory respondent answers and says: That he thinks J. S. Stafford left the parish of Rapides some time in February, 1845; Mrs. Stafford left some time in the fall or winter of the same year; they resided together on the plantation before mentioned up to the time of their leaving, and had resided there some eight or ten years.

To the 9th interrogatory he answers and says: That there were about 80 or 100 negroes on said plantation, apparently belonging to Stafford and wife; knows nothing of any liens or claims upon said negroes.

To the 10th interrogatory he answers: That he does know Wm. M. Stafford; he is a brother of the said J. S. Stafford, and resided at the time of the removal of said slaves in the town of Alexandria; he is now in California.

To the 11th and last interrogatory respondent answers: That he knows nothing further of interest or material to the parties to this suit beyond what he has stated in the foregoing answers.

In faith whereof he has hereunto signed his name, at the parish of Rapides, this 13th day of February, A. D. 1850.

L. A. ROBERTS.

STATE OF LOUISIANA,
Parish of Rapides.

I hereby certify, that, in pursuance of the annexed commission, I caused L. A. Roberts, a resident of the parish of Rapides, and State of Louisiana, one of the witnesses named and designated in said commission, to appear before me on this 13th day of February, A. D. 1850, and, having first duly sworn him as stated in the caption hereto, took down his answers to the interrogatories annexed, which were propounded to him in the order and form in which they are written; after which, he subscribed his name to them in my presence.

In testimony whereof I have hereunto signed my name, and affixed

[SEAL] hereunto my seal of office, this thirteenth day of February, D. 1850.

THOMAS F. SCOTT,
Notary public.

UNITED STATES DISTRICT COURT,
State of Texas.

NEW ORLEANS CANAL and Banking Company,
vs.
JOSIAH S. STAFFORD and Jeannetta, his wife.

No. 24—Deposition of R. L. Tanner.

In pursuance of a commission issuing from the district court of the United States, hereto annexed, and to me directed, I have this day caused to appear before me Robert Linn Tanner, one of the persons named in said commission, a witness in said cause; who, having been by me first duly sworn on the holy evangelists of Almighty God, true answers to make to all such interrogatories as might be propounded to him touching the said cause, did depose and answer as follows:

To the 1st interrogatory respondent answers and says: That he has known Josiah S. Stafford from boyhood; was acquainted with Mrs. Stafford, his wife, after her marriage; also knows there is such an institution as the Canal Bank.

To the 2d interrogatory he answers and says: That he has no interest in the event of this suit; knows but little of the negroes mentioned in this 2d interrogatory; recognises, perhaps, two or three only by name.

To the 3d interrogatory he answers and says: That J. S. Stafford and wife resided on a plantation on bayou Bœuff, immediately above the town of Cheneyville, said tract of land adjoining Cheneyville, running up about one mile, and his residence at the upper end of said tract. There were many negroes on said plantation; knows not precisely how many; does not know to whom the said negroes belonged; they were managed and controlled by said Stafford and wife; knows nothing of any liens or claims upon said negroes. Respondent says said slaves were removed from the plantation on bayou Bœuff; does not recollect the time of said removal; thinks that defendants had resided on said plantation some 6 or 8 years, perhaps longer.

To the 4th interrogatory he answers and says: That he knows nothing of any liens, or claim, or demand of Isaac Thomas on or upon said negroes.

To the 5th interrogatory he answers: That he knows nothing of any liens or claim of the New Orleans Canal and Banking Company upon said slaves.

To the 6th interrogatory he answers and says: That there were many negroes on said plantation, up to the time of said Stafford leaving; knows not that they were the same referred to in 2d interrogatory; they were in the possession of and under the control of J. S. Stafford; said

negroes have been removed from the plantation on which they resided; knows not where they were carried.

To the 7th interrogatory he answers and says: That said negroes, he believes, were removed clandestinely; they were under the control of said Stafford and wife.

To the 8th interrogatory respondent answers and says: That he does not recollect the date of his removal; does not recollect when Mrs. Stafford left, though it was some time after the said J. S. Stafford; they resided together on the plantation up to the time of his leaving.

To the 9th interrogatory he answers and says: That there were many negroes on the plantation upon which Stafford and wife resided; knows not how many; thinks, probably, 100 or more; knows not what became of them, further than that they were removed from said plantation; they apparently belonged to Stafford and wife; knows nothing of any liens or claims upon them.

To the 10th interrogatory he answers and says: That he knows William M. Stafford; he is a brother to Josiah S. Stafford; he resided at the time of the removal of said slaves in the town of Alexandria, and is now, respondent believes, in California.

To the last interrogatory respondent answers: That he knows nothing further material to the parties in this cause beyond what he has already set forth in his answers.

In faith whereof he has hereunto signed his name, at the parish of Rapides, this 14th day of February, A. D. 1850.

ROBERT L. TANNER.

STATE OF LOUISIANA,
Parish of Rapides.

I certify that, in pursuance of a commission hereto annexed, I caused Robert Linn Tanner, one of the witnesses named in said commission, to appear before me on the fourteenth day of February, A. D. 1850, and after having first sworn him as stated in the captain hereto, took down his answers to the interrogatories annexed, which were propounded to him in the order and form in which they are written, after which he subscribed his name to them in my presence.

In testimony whereof I have hereunto signed my name and affixed my seal of office at Alexandria, this fourteenth day of February, A. D. 1850.
[SEAL.]

THOS. F. SCOTT,
Notary public.

The following supplemental mortgage from Josiah S. Stafford and wife to the Union Bank of Louisiana, was offered in evidence by complainants on the hearing of this cause; the reading thereof was objected to by defendants, and the objections were overruled, and the same was then read as evidence by complainants, the same having been filed by complainants on the 6th day of May, A. D. 1850, as evidence.

Stafford et ux. to supplemental mortgage, etc., Union Bank.

Before me, George Richard Waters, parish judge and ex officio notary public, in and for the parish of Rapides, State of Louisana, and in presence of the undersigned assisting witnesses, personally came and appeared Josiah Seth Stafford, a resident of the parish and State aforesaid, and Mistress Jeanetta Kirkland, his wife, the said Jeanetta Kirkland being of the age of majority, and by her said husband duly authorized; who declared that Stephen Edmund Cuney of the said parish of Rapides, their true and lawful agent and attorney in fact duly constituted and appointed by them, by an act passed before Augustus L. Bringhurst, a notary public in and for the parish of Rapides, on the eighth day of April, eighteen hundred and thirty-seven, did, for them and in their names, and in virtue of the special authorization contained in the power of attorney above referred to, grant and execute a mortgage in favor of the Union Bank of Louisiana, a corporation created by law, and established in the city of New Orleans for the purpose of securing the payment of the sum of forty-five thousand dollars, being the amount of a loan of money made to them by the said bank, and for which said sum, their said attorney in fact, Stephen E. Cuney did, in their joint names, sign an obligation in favor of the said bank, dated the sixth day of June, eighteen hundred and thirty-seven, payable at the banking house of said institution in New Orleans, on the second day of June, eighteen hundred and thirty-eight, fixed, and that the said obligation was countersigned by Adolphe Mazureau, a notary public of the city of New Orleans, for the purpose of identification with the act of mortgage made in his office on the sixth day of June, eighteen hundred and thirty-seven. The said Josiah Seth Stafford and Jeannetta Kirkland his wife, further declared that the said mortgage was granted on the following described property:

First. A certain tract or parcel of land situated in the said parish of Rapides, on the right bank of bayou Bœuf descending, bounded above by land now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah Seth Stafford from Mrs. Elizabeth S. Stafford, by deed of record in the office of the parish judge of Rapides, and containing the quantity of nine hundred and twenty-six acres.

Also another tract of land, situated in the rear of and adjoining that above described, being the section number twelve, in township number one south, of range number one east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ (*thirty hundredths* acres;) also one other tract of land adjoining that last described, being the east half of the southwest quarter, and east half of section number thirteen, in township number one south, of range number one east, containing the quantity of three hundred and thirty-eight $\frac{50}{100}$ *five hundredths* acres; both said tracts being purchased by the said Stafford from the government of the United States; also one other tract or parcel of land, being the east and west half of the southeast quarter of section number one,

in township number one south, of range number one east, containing the quantity of one hundred and one $\frac{24}{100}$ *twenty-four hundredths* acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the parish judge of the parish of St. Landry; together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereto belonging, or in any wise appertaining.

Second. The following named and described slaves, viz: Little Ben, aged about 20 years; William, about ——; Friday, about 24; Bob Davenport, about 21; Sam McClure, about 28; Peter, about 33; Lewis Blacksmith, about 29; Paul, about 36; Jacob, about 40; Jack, about 37; Alonzo, about 26; Perry, about 16; Sam Rogers, about 32; Little Sam, about 17; Jim, about 16; Pierre, about 18; Stephen, about 17; Austin, about 18; Little Lewis, about 16; George Lee, about 20; Edmund Bell, about 28; Willis, about 24; Levi, about 17; Ben McClure, about 14; Britton, about 23; Frank, about 19; Zachariah Carpenter, about 31; Ned, about 16; Philip, about 55; Jerry, about 50; Blaize, about 50; Alfred, about 17; Albert, about 15; Wallace, about 17; Henry, about 30; Lewis Rogers, about 35; Tom, about 17; George, about 13; Dublin, about 28; Maria, about 35, and her two children Louisa and Eliza; Chloe, about 25; Charlotte, about 7, and Patsey, about 5 years; Fanny, about 36, and her child Amanda, about 4 years; Big Jane, aged 37, her three children Margaret, 10, Manuel, 8, and Washington, 2 years; Old Harriet, about 24, her child Philip, about 11; Vicey, about 26, and her two children Peggy, 6, and John Dixon, 1 year old; Henny, about 19, and her child Charles, 9 months old; Clarissa, aged 21; Amey, about 19, and her child Aaron, 8 months old; Jane, aged 18, and her child Harriet, 6 months; Jenny, 50 years; Charlotte, about 17; Mary, about 31, and her two children Juliet, about 10, and Mary, 3 years; Hortense, 27 years, and her two children Nannette, 11, and Mary Ann 5 years; Caroline, about 20; Mary Hai, about 18; Big Mary, about 36; Sally, about 16; Pleasant, about 16; Violet, about 17; Hester, about 34; Big Charlotte, about 29; America, about 21; Elvira, about 18; Minerva, about 16; Cynthia, about 38; Minty, about 15 years; Judy, about 22, and her two children Maria, 3 years, and Tom, about 9 months; Maria Johnson, about 19 years, her child Lavinia, about 7 months; Daphne, about 18, her child Lemus, about 6 months; Charity, about 40; Venus, about 17; Louisa, about 15; Sarah, about 12; Ben C., about 36; Bob, about 21; Dick, 17; Nancy, about 15; Ben R., about 15; Solomon, about 10; and Richard, about 8, being in number one hundred and two, all slaves for life, and employed on the aforesaid plantation, together with all the increase of said slaves during the continuance of said mortgage.

The said Jeanetta Kirkland, wife of the said Josiah S. Stafford, and by him duly aided and authorized, declared that, when the power of attorney, which she gave the said Stephen E. Cuney, was executed; and also at the time the above recited mortgage, in favor of the said Union Bank of Louisiana, was made and subscribed in their

names by said Cuney, in virtue of and in accordance with the said power of attorney, she, the said Jeanetta Kirkland, one of the constituents named in said instrument of procuration, and whose signature was thereto affixed, had not yet attained the age of majority, a fact of which the said Union Bank of Louisiana was then totally unaware; and that since that period the said deed of mortgage and the obligation for forty five thousand dollars, subscribed by the said Cuney in her name, and that of her said husband, have been a subject of difference and controversy, between the said bank on one side, and herself and the said Josiah S. Stafford, her husband, on the other side; the said Union Bank of Louisiana claiming the payment and reimbursement of a loan for forty-five thousand dollars made bona fide, and they refusing to make said payment and reimbursement, on the ground that said mortgage and obligation were vitiated, by the fact, that the power of attorney under which the same had been executed, was the act of a minor who had not the capacity to act; the said Jeanetta Kirkland further declared, that with a view to pay the said sum of forty-five thousand dollars, to the said Union Bank of Louisiana, she, Jeannetta Kirkland, has offered to enter into such arrangements as may hereafter secure the payment of said sum of money to said institution, and at the same time enable them, the said Jeanetta Kirkland and Josiah S. Stafford, to pay the same gradually and without difficulty, notwithstanding the present condition of affairs and pecuniary embarrassment of the times, that accordingly certain arrangements have been agreed upon with the said Union Bank of Louisiana, by her friends, on her behalf, and that it is her wish and intention to carry into effect the said arrangements by means of this present act, which is to contain at full length the amount of her obligation, the mode and time of the payment of the same, and the security given to cover and protect the full and punctual payment of such obligations and liabilities, which she is about to contract and incur, as the whole will be hereinafter set forth. Now, in consideration of the premises, the said Jeanetta Kirkland wishing to give some security to the said Union Bank of Louisiana, for the payment of a sum of money, which she acknowledges to have been loaned by the said institution to her said husband and to herself, for the purpose of assisting them in their pecuniary matters and transactions, and for the particular purpose of paying a large amount of debts by herself due; and being desirous to carry into effect the arrangements recently agreed upon, by her friends on her behalf, as herein before set forth, does hereby acknowledge herself indebted, jointly and in solido, with her said husband Josiah S. Stafford, in favor of the said Union Bank of Louisiana, in the sum of thirty thousand dolls.; she, the said Jeanetta Kirkland, consenting to be liable for the payment of the obligation, which the said Stephen E. Cuney executed in her name, and that of her said husband, only to amount and extent of the said sum of thirty thousand dollars, which she obligates and binds herself by these presents, jointly and severally, with her said husband, to pay to the said Union Bank of Louisiana, in the manner and at the time hereinafter set forth.

And the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, by him duly aided and authorized, declared, that whereas the act of mortgage, subscribed in her name and that of her said husband, by Stephen E. Cuney, to secure the sum of forty-five thousand dollars, was executed during her minority; and whereas she is willing, and it it is her intention to cure and do away with any defect, vice, or informality which may exist in said mortgage, and which may thereby vitiate, impair, or put in jeopardy the rights, and claims, and privileges which the Union Bank of Louisiana expected to derive from said act of mortgage, in return, and as a just compensation for the amount of money, which was by said institution loaned, and advanced honestly, and in good faith. Now, therefore, for the purpose of securing to the said Union Bank of Louisiana the payment of the said sum of thirty thousand dollars, for which she has consented to be liable and become indebted; and also for the purpose of holding the said Union Bank of Louisiana harmless, in consequence of the defect or vice, hereinbefore pointed out as invalidating the mortgage above recited, she, the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, having now attained the age of majority, and avowing that she possesses the capacity to enter into any lawful contract or obligation with her said husband's consent and authorization, does by these presents, of her own free will and accord, and without any compulsion or coercion of her said husband, not only approve, ratify, and confirm, so far as the same may serve to secure the sum of thirty thousand dollars, the said mortgage passed before Adolphe Mazureau, notary public, in the city of New Orleans, on the sixth day of June, 1837, in favor of the Union Bank of Louisiana, to secure the payment of forty-five thousand dollars, but she likewise binds herself by these presents, jointly and in solido, with her said husband, in favor of the said Union Bank of Louisiana, for the full and entire payment of the said sum of thirty thousand dollars, for which she now declares herself to be indebted, hereby consenting that, in case of failure on the part of her said husband or herself to pay the said thirty thousand dollars at the time and in the manner hereinafter set forth, then the said Union Bank of Louisiana shall be, and is hereby, fully authorized, for the purpose of recovering the said thirty thousand dollars, to seize the said mortgaged plantation and slaves, in whose hands soever the same may be found, and the same to cause to be sold according to law.

And the said Josiah S. Stafford and his said wife, Jeanetta Kirkland, both declare that, with a view to quiet the said Union Bank of Louisiana, and place her security for the said sum of thirty thousand dollars beyond dispute, and out of the reach of any future controversy, disturbance, or litigation, they do hereby, jointly and in solido, confirm the said mortgage granted in their names by the said Stephen E. Cuney, on the sixth day of June, eighteen hundred and thirty-seven, as binding and obligatory upon them, jointly and severally, to the amount and extent of the said sum of thirty thousand dollars. And whereas it is

their earnest wish to give full and positive assurance of their intention to secure amply and satisfactorily the said sum of thirty thousand dollars, and to furnish proof of their disposition to pay said debt, they, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, in addition to their above expressed ratification of said original mortgage, do hereby, jointly and severally, mortgage and hypothecate in favor of the said Union Bank of Louisiana, all the above described lands and slaves; it being well understood that the mortgage of the sixth day of June, eighteen hundred and thirty-seven, granted by the said Stephen E. Cuney, and the present joint mortgage and obligation, granted by themselves, to secure the said sum of thirty thousand dollars, shall be considered as one mortgage; that the said mortgage of the sixth of June, eighteen hundred and thirty-seven, shall remain in full force and effect until the said sum of thirty thousand dollars is paid; and that no clause or stipulation herein contained shall be construed as operating a novation of the said original debt. The said Josiah S. Stafford and Jeanetta Kirkland hereby bind themselves not to sell, alienate, mortgage, or deteriorate the property and slaves contained in this act, as well as in the act of the sixth day of June, eighteen hundred and thirty-seven, to the prejudice of this mortgage, and hereby confess judgment for the said sum of thirty thousand dollars, to be paid as hereinafter stipulated. According to the agreement upon which this act is based, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, do hereby, jointly and in solido, bind and obligate themselves to pay the said sum of thirty thousand dollars, as follows, viz:

From the first day of March, eighteen hundred and forty-one, up to the first day of March, eighteen hundred and forty-four, they engage to pay, annually and regularly, the interest on said sum of thirty thousand dollars, at the rate of seven per cent. per annum.

And from the first day of March, eighteen hundred and forty-four, up to the first March, eighteen hundred and fifty-one, they promise and obligate themselves, jointly and severally, to pay the said sum of thirty thousand dollars, in eight annual instalments, with the interest thereon in advance as follows, viz:

First. On the first of March, eighteen hundred and forty-four, they shall pay the sum of three thousand seven hundred and fifty dollars as the first instalment, together with the interest in advance on the remaining seven-eighths, or instalments at the rate of seven per cent. per annum.

Second. On the first of March, eighteen hundred and forty-five, they shall pay the sum of three thousand seven hundred and fifty dollars as the second instalment, together with the interest in advance, on the remaining six instalments, at the rate of seven per cent.

Third. On the first of March, eighteen hundred and forty-six, they shall pay the sum of three thousand seven hundred and fifty dollars, as the third instalment, together with the interest in advance on the remaining five instalments, at the same rate of interest.

Fourth. On the first of March, eighteen hundred and forty-seven,

they shall pay the sum of three thousand seven hundred and fifty dollars, as the fourth instalment, together with the interest in advance of the remaining four instalments, at the same rate of interest.

Fifth. On the first of March, eighteen hundred and forty-eight, they shall pay the sum of three thousand seven hundred and fifty dollars, as the fifth instalment, together with the interest in advance on the remaining three instalments, at the same rate of interest.

Sixth. On the first of March, eighteen hundred and forty-nine, they shall pay the sum of three thousand seven hundred and fifty dollars, as the sixth instalment, together with the interest in advance on the remaining two instalments, at the same rate of interest.

Seventh. On the first of March, eighteen hundred and fifty, they shall pay the sum of three thousand seven hundred and fifty dollars, as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the same rate of interest.

Eighth. On the first of March, eighteen hundred and fifty-one, they shall pay the sum of three thousand seven hundred and fifty dollars, as the eighth and last instalment.

It is understood, and expressly agreed, that the payments to be effected by the said Josiah S. Stafford, and Jeanetta Kirkland his wife, or either of them, by virtue of and in compliance with the foregoing stipulations, shall be made at the banking house of said Union Bank of Louisiana, in New Orleans; and it is further understood and agreed that the mere failure on the part of the present mortgagors to pay any or either of said instalments, or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the said mortgage, and enforce the payment thereof by such legal process as the nature of the case shall or may require.

And the said Josiah S. Stafford, and Jeanetta Kirkland his wife, acknowledging themselves satisfied with the terms and mode of payment above stipulated, have, for the purpose of more effectually carrying the same into effect, this day subscribed their joint obligation in favor of the said Union Bank of Louisiana, for the sum of thirty thousand dollars, ($30,000,) payable in the manner, and corresponding with the terms and conditions hereinbefore expressed; which said obligation has been countersigned by the undersigned, in such manner as to make it appear that the same is identified as well with this act as with the mortgage of the sixth of June, eighteen hundred and thirty-seven.

And the parties hereto mutually agree, that, whereas the original obligation for forty-five thousand dollars is now acknowledged as valid, and contracted to be paid by the present mortgagors, to the amount and extent of thirty thousand dollars only; and whereas the terms of payment are now different from what they were at first, and the present obligation substituted in its place, with this understanding and express agreement and condition, that the payment of the present obligation for thirty thousand dollars is and remains secured by the clauses and stipulations of the said act of the sixth 6th day of June, eighteen

hundred and thirty-seven, which the said Josiah S. Stafford and wife have confirmed and acknowledged to be valid for thirty thousand dollars, and also by the clauses and stipulations of this act.

And the said Josiah S. Stafford, now acting and stipulating for himself, and in his own individual name, declared that, whereas, after deducting the said sum of thirty thousand dollars, which he and his said wife, Jeanetta Kirkland, have agreed to pay jointly and severally, as herein above set forth, there remains due to the said Union Bank of Louisiana a sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, being the balance due on the original bond, signed in his name and that of his wife, by Stephen E. Cuney aforesaid, together with the arrears of interest, calculated up to the first day of March, eighteen hundred and forty-one, for which sum the said Union Bank of Louisiana has no security whatever, in consequence of the original mortgage and obligation aforesaid, executed and signed in his name and that of his said wife, by said Stephen E. Cuney, for forty-five thousand dollars, being now by himself and his said wife jointly admitted, and declared to be valid, only for the sum of thirty thousand dollars; and whereas he is desirous, as a man of honor, to meet his engagements and pay his just and lawful debts; now, therefore, he, the said Josiah S. Stafford, does, by these presents, acknowledge himself to be indebted to the said Union Bank of Louisiana in the sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents; which sum he binds and obligates himself to pay in two equal instalments, at nine and ten years from the date hereof, with interest at seven per cent. per annum from date until final payment; for which purpose he has this day subscribed two promissory notes to the order of the cashier of the Union Bank of Louisiana, each for the sum of nine thousand nine hundred and ninety-seven dollars and ninety-one cents, payable at the banking-house of said Union Bank of Louisiana, in the city of New Orleans respectively, at nine and ten years after date, with interest on each note at the rate of seven per cent. per annum from date until final payment; the said notes having been signed by the said Josiah Seth Stafford, in presence of the undersigned parish judge, who has affixed his own name to the said notes as witness to the signature of said maker.

And it is further agreed between the said Union Bank of Louisiana and the said Jeanetta Stafford, wife of the said Josiah S. Stafford, that so soon as she shall be legally separated in property, and shall acquire title to the land lying in the rear of the tract bought by Mrs. E. Stafford at the sale of the succession of Leroy Stafford, and sold by her to Josiah S. Stafford, and which is embraced in the original mortgage to the bank, she shall have the right of substituting the same in a new act of mortgage to the said Union Bank of Louisiana, in lieu and place of the land now mortgaged to it, lying in the rear of the land of Mrs. E. S. Stafford and Hetherwick; the said bank engaging to receive said substitution, and to release its lien of mortgage on the lands lying in the rear of those of Hetherwick and Mrs. E. S. Stafford.

And the said Mrs. Jeanetta Stafford further agrees, undertakes, and engages, that so soon as she shall be separated in property so that she can acquire title in her own right, that she will obtain from Isaac Thomas title to such of the forty-eight slaves bought by him at the suit of the Canal Bank, against Josiah S. Stafford, as shall then be living, and that she will mortgage them to said Union Bank of Louisiana, as a further and additional security for the payment of said sum of thirty thousand dollars with interest, as before stipulated.

As a certificate of mortgages will accompany a certified copy of this act, when the same will go to the Union Bank of Louisiana, for the inspection of that institution, before it accepts, none is herein inserted, the parties signing hereto waiving and dispensing with the production of, or mention herein, of any.

And now to this act came and intervened for himself, and as executor of Micah P. Flint, deceased, Isaac Thomas, a resident of the parish of Rapides, State of Louisiana, who, after taking cognizance of what is above written, declared that, whereas, by an act passed before John H. Johnston, parish judge in and for the parish of Rapides, on the 9th day of June, A. D. 1836, Josiah S. Stafford did mortgage in favor of him and Micah P. Flint, a portion of the above described property to secure them from liability as his endorsers to about the sum of thirty-six thousand dollars or upwards, and which act is of record in the office of the parish judge of Rapides, on said 9th day of June, A. D. 1836. And whereas on the 22d day of April, A. D. 1837, by an act passed before John H. Johnson, parish judge of Rapides, and which act is of record in the office of the parish judge of Rapides on said 22d April, 1837, the said Josiah S. Stafford did mortgage in favor of the said Isaac Thomas, and Micah P. Flint, all the above described lands and negroes, and other property to secure them (Thomas and Flint) against their liabilities for him (Stafford) as his endorsers to about the sum of one hundred thousand dollars.

Now, the said Isaac Thomas declared, that he was willing and does hereby release and discharge the above described mortgages for himself, and as executor of Micah P. Flint, deceased; and the acts are herein particularly referred to so far as to give priority and privilege over them to the mortgage hereby made to the Union Bank of Louisiana, and so far as to give priority and preference over the same to the mortgage by the said Stafford and wife by their attorney in fact, Stephen Edmund Cuney heretofore made in favor of the Union Bank of Louisiana, on the 6th day of June, A. D. 1837, by act passed before Adolphe Mazureau, a notary public of the city of New Orleans, and which said act is hereinbefore specially referred to; he, the said Thomas, for himself and as executor of M. P. Flint, deceased, hereby consenting to postpone in favor of the said corporation all his rights of mortgage on said property; the said Union Bank of Louisiana having precedence and priority by this declaration over his and the rights of M. P. Flint, deceased, accruing from the mortgages above referred to, made by *by* the said Stafford in his favor, and the said M. P. Flint.

This waiver and postponement by the said Thomas, however, being made without the prejudice to the rights acquired by him in a portion (about forty-eight in number) of the above named slaves, at a sheriff's sale of the property of the said Stafford and wife, made at the instance and suit of the New Orleans Canal and Banking Company, on the eighth day of August last (1840.)

In testimony whereof the said Josiah S. Stafford, and the said Mrs. Jeannetta Stafford, authorized by the said J. S. Stafford, and the said Isaac Thomas, for himself and as executor of M. P. Flint, have hereunto signed their names at the parish of Rapides, in presence of George Jones and G. E. French, competent witnesses, on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one.

J. S. STAFFORD,
JEANNETTA STAFFORD,
I. THOMAS
For himself and as executor of
M. P. FLINT.

Witnesses—GEORGE JONES.
G. E. FRENCH.

Done and passed before me,
GEO. R. WATERS, *Par. judge.*

And now, the said Mrs. Jeannetta Stafford, authorized by her husband, the said Josiah S. Stafford, declared that, in becoming a party to the foregoing act, it is her wish and intention to release for the purposes therein stipulated, in favor of the Union Bank of Louisiana, and she does by her own free will and accord release in favor of the said corporation, all her rights, claims, and privileges, which she may have on the property in said act described for the security of her matrimonial, dotal, paraphernal or other rights, whether resulting from her marriage with the said J. S. Stafford or otherwise.

Whereupon, I, the said judge, did inform the said Mrs. Jeannetta Stafford, out of the presence and hearing, and apart from her said husband, that she had a legal mortgage on the property of her said husband.

First. For the restitution of her dowry and the reinvestment of the dotal property sold by her said husband, and which she brought in marriage, reckoning from the day of the celebration thereof.

Secondly. For the restitution and reimbursement of the dotal property by her acquired, since her marriage, by donation or succession, reckoning from the day the donation was perfected or the succession opened.

Thirdly. For nuptial presents.

Fourthly. For debts contracted by her with her said husband; and

Fifthly. For the amount of her paraphernal property, alienated by her, and received by her said husband. And the said Mrs. Jeanetta Stafford did thereupon declare that she was well acquainted with the nature and extent of her matrimonial dotal, paraphernal, and other rights thus secured to her by law on the property of her said husband,

and that nevertheless she persisted in her intention of renouncing not only all the rights, claims, and privileges hereinbefore enumerated, but all others of any nature and kind whatsoever to which she may be entitled by any laws which now are, or may heretofore have been, in force in the State of Louisiana; and the said Josiah S. Stafford being now present, aiding and authorizing his said wife, she did again declare that she does, by these presents, make a formal renunciation of her matrimonial, paraphernal, dotal, and other rights, in favor of the Union Bank of Louisiana, for the purposes in the foregoing act stipulated, binding herself and her heirs at all times to sustain and acknowledge the full force and validity of these presents.

In testimony whereof the said Mrs. Jeanetta Stafford, authorized by her husband, Josiah S. Stafford, and J. S. Stafford, hereto sign their names, on this twenty-second day of May, eighteen hundred and forty-one, at the parish of Rapides.

JEANETTA STAFFORD,
J. S. STAFFORD.

Witnesses:
GEO. JONES,
GEO. E. FRENCH.

Done and passed before me.

GEO. R. WATERS,
Par. Judge.

Filed May 22d, 1841, and recorded in mortgage book G, pages 1, 2, 3, 4, 5, and 6.

GEO. R. WATERS,
Par. Judge.

STATE OF LOUISIANA,
Parish of Rapides.

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, and keeper of the records of deeds and mortgages for said parish of Rapides, do hereby certify, that the above and foregoing is a true copy of the orignal on file and of record in my office.

Given under my hand and seal of office, as recorder aforesaid, for said parish of Rapides, this 18th day of October, A. D. 1849. [L. S.]

J. A. THOMS,
Recorder.

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court in and for the said parishes, do hereby certify, that the foregoing attestation is made in due form and by the proper officer.

Given under my hand at chambers, in the parish of Avoyelles, this 23d day of October, 1849,

RALPH CUSHMAN,
Judge 13th dist.

This waiver and postponement by the said Thomas, however, being made without the prejudice to the rights acquired by him in a portion (about forty-eight in number) of the above named slaves, at a sheriff's sale of the property of the said Stafford and wife, made at the instance and suit of the New Orleans Canal and Banking Company, on the eighth day of August last (1840.)

In testimony whereof the said Josiah S. Stafford, and the said Mrs. Jeannetta Stafford, authorized by the said J. S. Stafford, and the said Isaac Thomas, for himself and as executor of M. P. Flint, have hereunto signed their names at the parish of Rapides, in presence of George Jones and G. E. French, competent witnesses, on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one.

J. S. STAFFORD,
JEANNETTA STAFFORD,
I. THOMAS
For himself and as executor of
M. P. FLINT.

Witnesses—GEORGE JONES.
G. E. FRENCH.

Done and passed before me,
GEO. R. WATERS, *Par. judge.*

And now, the said Mrs. Jeannetta Stafford, authorized by her husband, the said Josiah S. Stafford, declared that, in becoming a party to the foregoing act, it is her wish and intention to release for the purposes therein stipulated, in favor of the Union Bank of Louisiana, and she does by her own free will and accord release in favor of the said corporation, all her rights, claims, and privileges, which she may have on the property in said act described for the security of her matrimonial, dotal, paraphernal or other rights, whether resulting from her marriage with the said J. S. Stafford or otherwise.

Whereupon, I, the said judge, did inform the said Mrs. Jeannetta Stafford, out of the presence and hearing, and apart from her said husband, that she had a legal mortgage on the property of her said husband.

First. For the restitution of her dowry and the reinvestment of the dotal property sold by her said husband, and which she brought in marriage, reckoning from the day of the celebration thereof.

Secondly. For the restitution and reimbursement of the dotal property by her acquired, since her marriage, by donation or succession, reckoning from the day the donation was perfected or the succession opened.

Thirdly. For nuptial presents.

Fourthly. For debts contracted by her with her said husband; and

Fifthly. For the amount of her paraphernal property, alienated by her, and received by her said husband. And the said Mrs. Jeanetta Stafford did thereupon declare that she was well acquainted with the nature and extent of her matrimonial dotal, paraphernal, and other rights thus secured to her by law on the property of her said husband,

and that nevertheless she persisted in her intention of renouncing not only all the rights, claims, and privileges hereinbefore enumerated, but all others of any nature and kind whatsoever to which she may be entitled by any laws which now are, or may heretofore have been, in force in the State of Louisiana; and the said Josiah S. Stafford being now present, aiding and authorizing his said wife, she did again declare that she does, by these presents, make a formal renunciation of her matrimonial, paraphernal, dotal, and other rights, in favor of the Union Bank of Louisiana, for the purposes in the foregoing act stipulated, binding herself and her heirs at all times to sustain and acknowledge the full force and validity of these presents.

In testimony whereof the said Mrs. Jeanetta Stafford, authorized by her husband, Josiah S. Stafford, and J. S. Stafford, hereto sign their names, on this twenty-second day of May, eighteen hundred and forty-one, at the parish of Rapides.

JEANETTA STAFFORD,
J. S. STAFFORD.

Witnesses:
GEO. JONES,
GEO. E. FRENCH.

Done and passed before me.

GEO. R. WATERS,
Par. Judge.

Filed May 22d, 1841, and recorded in mortgage book G, pages 1, 2, 3, 4, 5, and 6.

GEO. R. WATERS,
Par. Judge.

STATE OF LOUISIANA,
Parish of Rapides.

I, James A. Thoms, recorder of the parish of Rapides, State of Louisiana, and keeper of the records of deeds and mortgages for said parish of Rapides, do hereby certify, that the above and foregoing is a true copy of the orignal on file and of record in my office.

Given under my hand and seal of office, as recorder aforesaid, for said parish of Rapides, this 18th day of October, A. D. 1849.
[L. S.]

J. A. THOMS,
Recorder.

I, Ralph Cushman, sole judge of the thirteenth judicial district, in and for the State of Louisiana, composed of the parishes of Rapides and Avoyelles, and presiding judge of said court in and for the said parishes, do hereby certify, that the foregoing attestation is made in due form and by the proper officer.

Given under my hand at chambers, in the parish of Avoyelles, this 23d day of October, 1849.

RALPH CUSHMAN,
Judge 13th dist.

Clerk's office, thirteenth judicial district, parish of Rapides, State of Louisiana.

I, Josiah Hale, clerk of the district court, parish of Rapides, in and for the thirteenth judicial district, State of Louisiana, do hereby certify, that Ralph Cushman, whose signature is attached to the foregoing certificate, is, and was, at the date thereof, sole judge in and for the thirteenth judicial district, State of Louisiana, presiding in and for the parishes of Rapides and Avoyelles, and that said Ralph Cushman is duly commissioned and qualified as such.

Given under my hand as clerk of said court, for the parish of Rapides aforesaid, and the seal of said court for said parish, this 23d day of October, 1849.

[L. S.]

JOSIAH HALE, *Clerk.*

The following portion of the original answer of the defendant, Jeanetta Stafford, filed November 20th, 1849, were read by the complainants as evidence on the hearing of this cause, to wit:

The said Jeanetta Stafford's answer to the first interrogatory, on the first five lines thereof, to the words William M. Stafford, in said fifth line inclusive, except the words "and subject to her rights as hereinafter set forth;" which were not read.

The whole of said Jeanetta Stafford's answer to the second interrogatory, without objection.

The whole of said Jeanetta Stafford's answer to the sixth interrogatory, without objection.

The whole of said Jeanetta Stafford's answer to the seventh interrogatory, without objection.

All that part of the answer of said Jeanetta Stafford, on the fourth page thereof, commencing at the word "she," in line marked 1, to the word "Louisiana," at the end of the line marked 9, inclusive, included in brackets.

All that part of the answer of said Jeanetta Stafford, commencing at the second line from the bottom of the fourth page thereof at the word "and," thereon, to the word "answer," in 5th line, 5th page, of said answer, included in brackets.

The complainants also read as evidence, on the hearing, that part of the amended answer of Jeanetta Stafford, commencing at the word "And," in line marked 1, page , to the word "suit," in line marked 19, second page; the same being included in brackets.

An act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes. Published by order of the commissioners. New Orleans: Printed by Alexander Levy & Co., law booksellers and stationers, cor. Camp and Gravier sts. 1847.

The following act of incorporation of the New Orleans Canal and Banking Company was read in evidence by complainants on the hear-

ing of this cause without objection, the same having been filed by complainants as evidence on the 6th day of May, A. D. 1850:

An act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes.

Section 1. Be it enacted by the senate and house of representatives of the State of Louisiana, in general assembly convened, That there shall be established a company with a capital of four millions of dollars, divided into shares of one hundred dollars each share, for the purpose of constructing a canal from some part of the city or suburbs of New Orleans, above Poydras street, to the Lake Ponchartrain. Capital of $4,000,000.

Section 2. Be it further enacted, That subscriptions for the capital of said company shall be opened at New Orleans, on the third Monday of March next, under the superintendence of seven commissioners, to be appointed by the governor and senate, or the major part of them, and shall continue open every day from the time of opening the same, Sundays excepted, between the hours of ten o'clock in the forenoon and two o'clock in the afternoon, for the term of ten days. The commissioners, or a majority of them, shall immediately thereafter proceed to take an account of the said subscriptions; and if more than the amount of four millions of dollars shall have been subscribed, the said commissioners shall deduct the amount of such excess from the largest subscriptions, in such manner as that no subscriptions shall be reduced in amount while any one remains larger; and, in case of such deduction, the said commissioners shall cause lists of such apportioned subscriptions to be made out, that the subscribers may thereby ascertain the number of shares apportioned to them respectively. But in case a less number of shares than ten thousand shall have been subscribed, the books shall remain open until ten thousand shares shall have be subscribed, and shall then be closed, and shall be again opened under the superintendence of the first board of directors immediately after their election, and shall remain open in each day between the hours of nine and ten o'clock in the forenoon until the whole number of shares shall be subscribed. The time when, and the house where, the subscription books will be opened shall be advertised by the commissioners or the first board of directors, as the case may be, in the several newspapers published in New Orleans for twenty days previous to opening the same. Of subscriptions to the stock.

Section 3. Be it further enacted, That the amount of shares to be subscribed for shall be paid as follows, to wit; upon each share at the time of subscribing, ten dollars; on the first day of December next, fifteen dollars; on the first day of February, eighteen hundred and thirty-two, twenty-five dollars; on the first day of April, eighteen hundred and thirty-two, twenty-five dollars; on the first day of June, eighteen hundred and thirty-two, Of payments for shares subscribed.

twenty-five dollars; provided, however, that it shall be lawful for the subscribers, or any of them, to pay up the full amount of their subscriptions at their own options; and provided, also, that no subscriber shall be entitled to a dividend upon any amount paid in above the regular payments before required, but shall be entitled to receive interest at the rate of five per centum per annum upon the excess paid at the time of making the said regular payments.

Subscribers incorporated.

Section 4. Be it further enacted, That the subscribers to the said Company, their successors and assigns, shall be, and are hereby, created a corporation, by the name and style of the "New Orleans Canal and Banking Company," and so shall continue until *until* the year one thousand eight hundred and seventy; and by that name shall be capable to contract, buy, receive, and possess all kinds of property, immoveable and moveable, and to loan, negotiate, sell, grant, and dispose of the same, to sue and be sued, to have a common seal, and to establish such by-laws as may be convenient, not being contrary to this act, nor to the constitution or laws of the United States, or of this State.

Number of directors, and first election.

Section 5. Be it further enacted, That for the management of the affairs of the said corporation there shall be thirteen directors, to be annually elected at the office of the said company in the city of New Orleans, by the qualified stockholders of the capital of said company, and by a plurality of votes then and there given, according to the scale hereinafter prescribed. As soon as ten thousand shares shall be subscribed for, as hereinbefore provided, the commissioners shall give public notice in English and in French thereof, in at least two of the newspapers published in New Orleans; and by the same notice shall appoint the day and place for the election of thirteen directors, which day shall not be less than fifteen days, nor more than twenty days, from the date of said notice. The directors who shall be elected in the meeting held in pursuance of said notice shall be the first directors, and shall be capable of serving until the first Monday of January next, and they shall proceed to elect one of their number to be president of said company, who shall be capable of serving in that capacity until the first Monday in January next.

Annual election of directors, &c.

Section 6. Be it further enacted, That the annual election of directors, after the first election, shall be on the second Monday of December of each year, and they shall be capable of serving, by virtue of such election, from the first Monday of January following until the first Monday of January in the year ensuing; and the board of directors annually, at the first meeting after their election, shall elect one of their number to be president of the company, to hold his office for the same period for which the directors are elected; provided, always, that in case it should at any time happen that an election of directors, or an election of the president of said company, should not be so made as to take effect on any day when in pursuance of this act they ought to take effect, the said corporation shall not for that cause be deemed to be dissolved, but it shall

be lawful at any other time to hold such election; and the manner of holding such election shall be regulated by the by-laws and ordinances of the said corporation; and until such elections be made, the directors and president of said company for the time being shall continue in office; and provided, also, that in case of a vacancy arising from the death, resignation, absence from the United States, non-acceptance, or removal of a director from office, the vacancy shall be supplied by the board of directors.

Powers of directors.

Section 7. Be it further enacted, That the directors for the time being shall have the power to appoint such officers, clerks, and servants under them as shall be necessary for executing the business of said company, and to allow them compensation for their services; and shall be capable of making by-laws, rules, and regulations, and exercising all the powers hereinbefore given to the said corporation by the fourth section of this act.

Of the canal to be constructed.

Section 8. Be it further enacted, That the said company shall construct a canal of the width of sixty feet at the top of the water, and of a sufficient depth to admit vessels drawing six feet water, from some part of the city or suburbs of New Orleans above the Gravier canal to lake Pontchartrain, with one or more basins, and a sufficient breakwater, to facilitate the ingress and egress of vessels, and to keep the same in repair, and shall commence the making thereof within one year after the first election of directors, and complete the same within three years thereafter, on pain of forfeiting all the rights and privileges granted by this act; provided, however, that if the commencement or completion of said canal within the time specified shall be prevented by any cause not within the control of said company, and that after the removal of such cause the work shall be completed without any unnecessary delay, and shall at all events be completed within six years from and after the passage of this act, then such forfeiture shall not be incurred.

Mode of acquiring land for the canal

Section 9. Be it further enacted, That the said corporation, by their president, directors, or agents, may enter upon any lands through which they may deem it expedient to carry the said canal, with or without the consent of the owners thereof, and lay out the route which shall be considered best, and may contract with the owners of any lands and tenements for the purchase of so much thereof as may be desired, if they can agree with such owner or owners; but in case of disagreement, or in case the owner be a minor, married woman, interdicted, or absent from the State, then it shall be lawful for the said company to cause a survey and map to be made of the ground, in their estimation requisite; on the field book of which shall be distinguished the land of each of the several owners and occupants, appropriated or intended to be appropriated as aforesaid, and the quality thereof, and shall exhibit the same to the judge of the parish in which the land lies, who shall, thereupon, by writing under his hand, appoint five disinterested persons, not residing within six miles of New Orleans, to appraise the premises specified in said field book.

And it shall be the duty of the appraisers, or a majority of such as shall be appointed, to examine the land of such owner or occupant so appropriated, to ascertain the damages each may sustain by such appropriation, and to make a regular entry of such assessment of damages in a book to be kept by them for that purpose, and certify the same under oath, to be a true, fair, and impartial assessment to the best of their belief; and shall thereupon cause such survey and book, the execution of the certificate being first duly proved or acknowledged before a judge or justice of the peace, to be filed in the office of one of the public notaries, there to remain on record: And the said corporation, and their successors, upon paying to the several owners the sums of money so assessed as aforesaid, together with the costs of appraisement, shall immediately be vested with a good and indefeasible title to the said lands and tenements mentioned and specified in such field book filed as aforesaid: Provided, always, that no lands shall be surveyed and appraised unless with the consent of the owners, under this section, which shall extend more than one hundred and twenty feet on each side of the projected canal: Provided, that the proprietors of lands so estimated and appropriated, shall always have the right to communicate with said route and canal, and this in the whole extent of said lands, which shall be considered as riparious to said canal.

Of taking materials from other lands.

Section 10. Be it further enacted, that it shall, and may be lawful, for the President and Directors of the said Company, and their superintendents, engineers, artists, workmen, laborers, with carts, wagons, or other carriages, with their beasts of draught and burden, and all necessary tools or implements, to enter upon the lands contiguous, or near to the tracts of the intended canal; first giving notice of their intention to the owners thereof, and doing as little damage thereto as possible, and repairing any breaches they make in the enclosures thereof, and making amends for any damage that may be sustained by the owners of such grounds, by appraisement in the manner hereinafter directed, and upon a reasonable agreement with the owners, if they can agree, or if they cannot agree, then upon an appraisement to be made by three indifferent persons, or a majority of them, to be appointed by any justice of the peace for the district in which such lands shall be situated; and on tender of the appraised value, to carry away any timber wood, shells, sand, or earth, there situated most convenient for making the said canal, and for making the levee and road hereinafter mentioned.

Of tolls on the canal.

Section 11. Be it further enacted, that the said company shall be entitled to receive from every vessel entering said canal, a sum not exceeding thirty-seven and a half cents for every ton of the admeasured burden of said vessel, and so in proportion for any boat of a less burden than one ton; and on the request of any owner or master of any boat or vessel navigating said canal, or of the collector of tolls, it shall be lawful for each of them to choose one person to measure the number of tons which said boat or vessel is capable of carrying, and to mark the same

in figures on the head and stern of said boat; and the said vessel so measured and marked, shall always be permitted to pass through the said canal, for the price per ton, to which the number of tons so marked shall amount; and if the owner or master of such vessel shall decline choosing a person resident within one league and a half of the place where such toll is payable, to ascertain the tonnage thereof, then the amount of such tonnage shall be fixed by a person to be appointed for that purpose by the said collector of tolls; and the said toll shall be paid according to such measurement.

Power of collector of tolls.

Section 12. Be it further enacted, That the collector of tolls duly authorized and appointed by the president and directors of the said corporation, may stop and detain all boats and vessels using the canal, until the owner or commander, or supercargo of the same shall pay the toll so fixed as aforesaid, or may distrain any part of the cargo therein contained, sufficient by the appraisement of two credible witnesses to satisfy the same; which distress shall be kept by the collector of the tolls taking the same for the space of eight days, and shall afterwards be sold by public auction at the most public place in the neighborhood to the highest bidder, in the same manner and form as goods seized for rent are by law sold, rendering the surplus on demand, if any there be, after payment of the said toll, and the costs of distress and sale, to the owner or owners thereof.

Penalty in case of wilful injury.

Section 13. Be it further enacted, That, if any person shall break, or throw down any embankment, or other work, lawfully erected by virtue of this act, or shall forcibly pass through said canal, such persons, besides making good all the damage occasioned thereby, shall forfeit and pay, in addition to the toll legally due, the sum of one hundred dollars, to be recovered by said corporation.

Of the levee, & road, & tolls.

Section 14. Be it further enacted, That the said company shall construct a levee on the upper side of said canal, to protect the same from overflow, in the event of the river breaking through the levee at any point above, and shall also lay out a road not less than twenty-five feet wide, along the whole line of said canal, and cover the same with sand, shells, or other hard substance, so that it may at all times be suitable for carriages to travel thereon, with a suitable draining canal on the upper side thereof; and may erect one or more toll gates on such road, and it shall be lawful for said company to receive the following tolls for passage through said gates: That is to say, if only one gate be erected, for every man and horse, six and one-fourth cents; for every cart, chair, or cabriolet, with one or more horses, twelve and a half cents; for every coach, phæton, or other four-wheeled carriage, twenty-five cents; and if two gates be established, then half the above rates to be received at each gate.

Fundamental articles.

Section 15. Be it further enacted, That the following rules, restrictions, limitations, and provisions shall form and be fundamental articles of the constitution of said corporation, to wit:

Scale of votes.

First. The number of votes to which the stockholders shall be entitled in voting for directors, shall be according to the number of shares he, she, or they respectively shall hold in the proportion following: That is to say, for each and every share, not exceeding four shares, one vote; for every two shares, above four shares, and not exceeding thirty, one vote; for every four shares, above thirty, and not exceeding ninety, one vote; for every six shares above ninety, and not exceeding one hundred and fifty, one vote; for every ten shares, above one hundred and fifty, one vote. But no person, co-partnership, or corporation, shall be entitled to a greater number than one hundred votes, and after the first election, no share or shares shall confer a right of voting which shall not have been held three calendar months previous to the day of election.

In all elections of directors, votes may be given either by person or by proxy; but no person shall vote by proxy more than five hundred votes, and no individual stockholder, who shall be in the city of New Orleans, or within ten miles thereof, at the time of an election, except females, minors, or persons interdicted, shall vote by proxy.

Two partners not eligible.

Second. Two partners shall not be eligible, at the same time, as directors of this company; nor shall a director of any bank, or his partner, be a director of this company.

Part of directors not to be re-elected, &c.

Third. Not more than nine of the directors who shall be in office, at the time of the annual election, shall be elected for the ensuing year; and if, at any annual election more than nine directors in office shall receive a plurality of votes over other persons voted for, no more than nine such directors, being those having the greater number of votes, shall be elected; and in such cases, if the directors shall receive an equal number of votes, or if any of the four lowest on the ticket shall receive an equal number of votes, it shall be determined by lot which of the directors shall not be elected.

Qualification of directors.

Fourth. Any stockholder owning ten shares in said company, and being a citizen of the United States, shall be capable of serving as a director; no director shall be entitled to any emolument, but the directors may make such compensation to the president, for his extraordinary attendance to the affairs of said company, as to them shall seem reasonable.

Number to constitute a board.

Fifth. Not less than seven directors, of whom the president to be one, shall constitute a board for the transaction of business, discounts excepted, and for discounts, not less than three directors, of whom the president shall be one, shall constitute a board: Provided, that in case of sickness, or necessary absence of the president, his place may always be supplied by any other director whom the board of directors may appoint.

Cashier, &c., to give bond.

Sixth. The cashier, and other officers, and clerk, who may be appointed by the directors of said company, shall give bond, with one or more securities, to the satisfaction of the said directors, in such sum as the directors may determine, with

a condition for their faithful performance of the duties to the said company.

Transfer of stock.

Seventh. The stock of the said corporation shall be assignable and transferable according to such rules as shall be prescribed in that behalf by the laws, regulations, and ordinances of the same.

Notes obligatory and negotiable.

Eighth. The notes of the said corporation, signed by the president and countersigned by the cashier, promising payment in money to any person or order, or to the bearer, shall be obligatory on the said corporation, though they should not have the seal thereof; and any of the said notes payable to order, shall be transferable and negotiable by endorsement; and those payable to bearer, shall be negotiable and transferable by delivery.

Dividends.

Ninth. Half yearly dividends shall be made of so much of the property of said company as shall appear to the directors advisable; and once in every three years the directors shall lay before the stockholders, at a general meeting for their information, an exact and particular statement of the affairs of said corporation, and of the surplus profits, if any, after deducting losses and dividends.

Of failure to pay for stock subscribed.

Tenth. If any subscriber shall fail to make the second payment of fifteen dollars on each share, at the time the same shall be payable as hereinbefore required, such subscriber shall forfeit to the said company the sum of ten dollars, before paid upon each share subscribed; and if there shall be any subsequent failure in the payment of any part of any sum subscribed to the capital of said company by any person, copartnership, or corporation, the party failing shall lose the benefit of any dividend which may have accrued prior to the time when such payment ought to have been made, and during the delay of the same.

If a director or cashier become insolvent.

Eleventh. If any director or the cashier shall fail or become insolvent after his election or appointment, he shall thereby become incapable to serve in that capacity, and his place shall be supplied in the manner prescribed by the sixth section of this act.

Limitation of interest.

Twelfth. The said corporation shall not take more than eight per centum per annum upon any of its loans or discounts, nor shall it take more than six per centum per annum upon any of its loans or discounts made upon promissory notes, which shall be payable within four months after such loan or discount.

Minute book and examination thereof.

Section 16. Be it further enacted, That the president and directors of said company shall keep a book, in which all proceedings of the board shall be entered and recorded, as well as the number of votes, including the ayes and nays on every question, (when the same shall be demanded by a member of the board,) with the names of the voters; any three or more of the stockholders may, within one month preceding each election, examine the said book, at a convenient time, on application made by them for that

purpose to the president or the cashier of the said company; and the legislature shall have the power at all times to appoint a committee to examine the said book, and all the affairs of the said company, more particularly the amount of the specie on hand, the amount of its notes in circulation, that of its deposits, and that of the debts due to it, for the purpose of ascertaining the true situation of the said company, and to report the same to the legislature, who may thereupon call a general meeting of the stockholders to consider the said report, and authorize them to remove from office any director or directors, and to appoint others in their stead for the residue of the year.

Debts not to exceed double the capital.

Section 17. Be it further enacted, That the debts due from the said company shall never exceed twice the amount of its capital paid in, exclusive of sums due on account of deposits, nor shall there be due to it at once more than twice its capital paid in.

Limitation of loans on stock.

Section 18. Be it further enacted, That no more than thirty per cent. on the capital paid in shall ever be owing to the said company on the pledge of its own stock, and no more than four-fifths of the par value of any share of the said stock shall be lent by the said company on the pledge of such share.

Bills to be not less than 5 dolls.

Section 19. Be it further enacted, That the bills and notes obligatory, issued by the said company, shall not be for a less sum than five dollars.

Section 20. Be it further enacted, That the said company shall not at any time suspend or refuse payment of current money of the United States, of any of its own notes, bills, or obligations, or of any moneys received upon deposit by said company. And if the said company shall, at any time, suspend or refuse payment as aforesaid, the holder of any such note, bill, or obligation, or the person or persons entitled to demand and receive such moneys as aforesaid, shall be entitled to receive interest thereon, from the time of such suspension or refusal until the same shall be fully paid, at the rate of twelve per centum per annum.

Further provisions.

Section 21. Be it further enacted, That no dividend shall be made during any such suspension or refusal of payments; and if any such suspension or refusal of payments shall continue for more than ninety days, this charter shall be, ipso facto, forfeited and void: Provided, also, that no dividend shall be made, at any time, unless the capital paid in shall be complete.

Rights of the company not affected by any change of title to property mortgaged.

Section 22. Be it further enacted, That on all mortgages executed under this act, the said company shall have the right to seize the property mortgaged, in whatever hands it may be, in the same manner, and with the same facilities, that it could be seized in the hands of the mortgagor, notwithstanding any sale or change in the title or possession thereof, by descent or otherwise.

Wife may bind herself in solido, with the husband.

Section 23. Be it further enacted, That in all hypothecary contracts or obligations, entered into by any individual with, or in favor of, the said company, according

to the true intent and meaning of this act, it shall be lawful for the wife of such individual to bind herself, jointly and in solido, with him; and in such case the property rights of the said wife, either dotal or of any other description, shall be affected by said contracts or obligations: Provided the said wife be of the age of majority at the time of entering into such contracts or obligations.

Rights of the company not affected by a respite.

Section 24. Be it further enacted, That if any person having obtained a loan from the said company, secured by mortgage on immoveable property, shall apply for and obtain, judicially or otherwise, a respite from his creditors, the right to compel payment, by obtaining an order of seizure and sale of the said mortgaged property, shall not be thereby impaired or delayed.

Nor by a cession.

Section 25. Be it further enacted, That if any person, having obtained a loan from said company, secured by mortgage as aforesaid, shall make a surrender of his property to his creditors, the said mortgaged property shall not thereby pass, except upon payment of the debt due to the said company, and secured thereon; but it shall be lawful for the said company to proceed, by an order of seizure and sale against the said property, in the same manner as if no surrender had been made; and the surplus only of the proceeds of sale, after paying the debt due to said company and costs, shall be paid over to the syndics, assignees, or trustees of the estate of such debtor.

Stock of the company exempt from taxation, and canal, &c., &c., to go to the State after thirty-five years.

Section 26. Be it further enacted, That from and after the expiration of thirty-five years after the passage of this act, the property in the said canal and road, with all the land on each side which it has a right to acquire, by forced sale, and which it does acquire by forced sale, or otherwise, to the extent of one hundred and twenty feet on each side of the canal, together with the machines and utensils belonging to the canal, as also the house of the toll receiver, shall be vested in the State of Louisiana, with all the rights to receive toll therefrom which are hereby granted to the said company, and in the situation required by the eighth and fourteenth sections of this act; and in consideration thereof, the stock of the said company shall be exempt from taxation by the State, or by any parish or body politic under the authority of this State, for the whole term of this charter.

Company to lend to the State, and on what terms.

Section 27. Be it further enacted, That the said company shall be bound, when required, to lend to the State of Louisiana, any sum of money not exceeding six hundred thousand dollars, for a period not less than ten years nor greater than twenty-five years, upon the bonds of the said State, in such forms, and in such sums, as shall be agreeable to said company, payable to said company and their assigns, with interest to be agreed upon, not exceeding the rate of six per centum per annum, payable half-yearly: Provided, that if the sum

shall exceed two hundred thousand dollars, six months' notice shall be given to the president and directors of the amount of the loan required.

Restriction on the navigation company.

Section 28. Be it further enacted, That the powers given to the New Orleans Navigation Company by virtue of the seventh and eight sections of the act passed on the third day of July, in the year one thousand eight hundred and five, entitled "an act for improving the inland navigation of the territory of Orleans," shall not extend to any lands through which the corporation, herein before created, may deem it necessary to construct the said canal.

For offices of discount and deposit.

Section 29. Be it further enacted, That there shall be established four offices of discount and deposit, to wit, one at St. Francisville, for the parishes of East and West Feliciana, and Point Coupee, with a capital of four hundred thousand dollars; one at the town of Alexandria, for the parishes of Rapides, Avoyelles, Catahoula, Concordia, Ouachita, Nachitoches, and Claiborne, with a capital of four hundred thousand dollars; one at Franklin, for the parishes of St. Mary, St. Martin, Lafayette, and St. Landry, with a capital of two hundred and fifty thousand dollars; and one at Donaldsonville, for the parishes of St. James, Ascension, Assumption, Lafourche interior, Terrebonne, and Iberville, with a capital of two hundred and fifty thousand dollars; one-half to be furnished to the said offices in the month of March, in the year eighteen hundred and thirty-two, and one-half within one year thereafter: Provided, however, that the said offices shall not be entitled to receive their whole capital, until the whole capital stock of the company is subscribed, but shall receive such proportion thereof as the capital subscribed bears to the whole capital of the company; the capital of which branches shall be loaned to the parishes for which they are established in proportion to the State tax paid by each, three months after they shall respectively go into operation, after which time any sum which may not be loaned agreeably to the distribution herein contained, may be loaned without regard to said distribution and division.

Directors of offices.

Section 30. Be it further enacted, That there shall be annually appointed by the board of directors of the canal and banking company, to administer the affairs of the said offices, five directors for each of the said offices of discount and deposit, residing and domicilated within the parishes for which said offices shall have been severally established, three of whom shall constitute a quorum to transact business; and said five directors shall choose from among themselves a President, and shall be subject to all such regulations, rules, and by-laws as may from time to time be adopted by the board of directors of said canal and banking company, for the government of said offices, not inconsistent with the provisions of this charter: Provided, that the persons to be appointed directors in

pursuance of this section, shall be owners of at least three shares each in the capital of said company, and citizens of this State.

Cashier to each office.

Section 31. Be it further enacted, That there shall be appointed, for each of the aforesaid offices of discount and deposit, by the board of directors of said Canal and Banking Company, one cashier, who shall give, for the faithful performance of his duties towards the corporation aforesaid, such security as shall be required by the said board of directors of the said Canal and Banking Company.

Employment of capital by the offices.

Section 32. Be it further enacted, That two-thirds at least of the capital of such offices of discount and deposit shall be appropriated by them for the purpose of loaning or discounting upon mortgages, and the remaining third to be loaned on promissory notes, if practicable, and, if not practicable, on mortgage; and that the board of directors of said offices of discount and deposit shall, when required, loan or discount upon hypothecary bonds or on notes secured by mortgages at twelve months; and that the person or persons, to whom such loans or discounts shall have been made, shall be allowed at the end of said twelve months to renew their said bonds or notes for twelve months longer during the space of seven years from the date of their respective bonds or discounts: Provided, they pay and reimburse, at the time of each renewal, one-eighth part of the whole sum originally loaned or discounted to them, as well as the interest upon the sums for which their said bonds shall thus be received; so that, at the expiration of the said eight years, the whole sum loaned or discounted to them, together with the interest thereon, shall be entirely paid and extinguished: Provided, however, that no mortgage shall be taken upon land which is not in a state of cultivation, and that no more than one-half of the nett value of the real property to be mortgaged, after deducting all previous mortgages or encumbrances, shall be lent by the said offices of discount and deposit upon the same.

Amount of loans by officers limited.

Section 33. Be it further enacted, That there shall not be loaned or discounted in any of the said offices of discount and deposit, either directly or indirectly, to any individual, company, or corporation, a greater sum than ten thousand dollars, without the express authorization of the board of directors of the said Canal and Banking Company.

Renewal of loans on mortgage.

Section 34. Be it further enacted, That every person or persons, to whom or in whose favor loans or discounts shall have been made upon mortgages by the board of directors of the said Canal and Banking Company, shall be entitled to the same advantages as are secured to persons to whom, or in whose favor, such loans or discounts are to be made, by virtue of the thirty-second section of this act.

Offices not paying six per cent. may be abolished.

Section 35. Be it further enacted, That, whenever it shall be found that either of the said offices of discount and deposit does not give to the Canal and Banking Company a nett interest of six per centum per annum upon the cap-

ital actually vested therein, the said office may be withdrawn, and abolished by the said Canal and Banking Company.

Of bridges.

Section 36. Be it further enacted, That the said company shall make and keep in repair a suitable draw-bridge over that part of the canal which shall cross the public road at the Metarie, and bridges suitable for the passing of carriages where the said canal shall intersect any of the streets in the suburbs of New Orleans now established; and if, at any time, the company shall permit any of the bridges required to be constructed to remain out of repair for more than twenty-four hours, it shall be the duty of the mayor to cause the same to be repaired at the expense of the company.

Irrelevant to the charter granted to the company.

Section 37. And be it further enacted, That it shall be the duty of the mayor of New Orleans to cause to be made all repairs which may be necessary on the draw-bridge over the bayou St. John; whilst said bridge may be out of repair, it shall be a further duty of the said mayor to provide a safe and convenient ferry over said bayou; and that all expenses which may be incurred, under the provisions of this section, shall be defrayed by the Orleans Navigation Company, according to account thereof stated by the said mayor.

A. MOUTON,
Speaker of the House of Representatives.
ISSAC A. SMITH,
President of the Senate.

Approved March 5th, 1831.

A. B. ROMAN,
Governor of the State of Louisiana.

Table showing the number of votes to which stockholders may be entitled.

Shares.				Votes.	Shares.				Votes.
1	is entitled to			1	26 and 27	are entitled to			15
2	"			2	28 " 29	"			16
3	"			3	30 " 33	"			17
4 and 5	"			4	34 " 37	"			18
6 " 7	"			5	38 " 41	"			19
8 " 9	"			6	42 " 45	"			20
10 " 11	"			7	46 " 49	"			21
12 " 13	"			8	50 " 53	"			22
14 " 15	"			9	54 " 57	"			23
16 " 17	"			10	58 " 61	"			24
18 " 19	"			11	62 " 65	"			25
20 " 21	"			12	66 " 69	"			26
22 " 23	"			13	70 " 73	"			27
24 " 25	"			14	74 " 77	"			28

4261

Statement—Continued.

Shares.	Votes.	Shares.	Votes.
78 and 81 are entitled to -	29	380 and 389 are entiled to -	65
82 " 85 " - -	30	390 " 399 " - -	66
86 " 89 " - -	31	400 " 409 " - -	67
90 " 95 " - -	32	410 " 419 " - -	68
96 " 101 " - -	33	420 " 429 " - -	69
102 " 107 " - -	34	430 " 439 " - -	70
108 " 113 " - -	35	440 " 449 " - -	71
114 " 119 " - -	36	450 " 459 " - -	72
120 " 125 " - -	37	460 " 469 " - -	73
126 " 131 " - -	38	470 " 479 " - -	74
132 " 137 " - -	39	480 " 489 " - -	75
138 " 143 " - -	40	490 " 499 " - -	76
144 " 149 " - -	41	500 " 509 " - -	77
150 " 159 " - -	42	510 " 519 " - -	78
160 " 169 " - -	43	520 " 529 " - -	79
170 " 179 " - -	44	530 " 539 " - -	80
180 " 189 " - -	45	540 " 549 " - -	81
190 " 199 " - -	46	550 " 559 " - -	82
200 " 209 " - -	47	560 " 569 " - -	83
210 " 219 " - -	48	570 " 579 " - -	84
220 " 229 " - -	49	580 " 589 " - -	85
230 " 239 " - -	50	590 " 599 " - -	86
240 " 249 " - -	51	600 " 609 " - -	87
250 " 259 " - -	52	610 " 619 " - -	88
260 " 269 " - -	53	620 " 629 " - -	89
270 " 279 " - -	54	630 " 639 " - -	90
280 " 289 " - -	55	640 " 649 " - -	91
290 " 299 " - -	56	650 " 659 " - -	92
300 " 309 " - -	57	660 " 669 " - -	93
310 " 319 " - -	58	670 " 679 " - -	94
320 " 329 " - -	59	680 " 689 " - -	95
330 " 339 " - -	60	690 " 699 " - -	96
340 " 349 " - -	61	700 " 709 " - -	97
350 " 359 " - -	62	710 " 719 " - -	98
360 " 369 " - -	63	720 " 729 " - -	99
370 " 379 " - -	64	730 and all above - -	100

An act to amend an act, entitled "An act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes."

Section 1. Be it enacted by the Senate and House of Representa-

Act amended authorizing five or seven directors to administer affairs of the branches.

tives of the State of Louisiana, in general assembly convened, That the 30th section of the act, to which this is an amendment, be so amended as to authorize the president and directors of the said company, to appoint five or seven directors to administer the affairs of the several offices of discount and deposit of said company, three of whom shall be a quorum for transacting business.

Payment on 1st of June postponed to Dec., and the stockholders authorized to receive dividends when they shall have paid regularly up to 1st June.

Section 2. Be it further enacted, etc. That the last payment of twenty-five dollars, which was to be made on the first of June next, be postponed to the fourth Wednesday of December next; and that the stockholders of the said company, who shall regularly, at the periods fixed by the act of incorporation of the said company, have made the payments, which, by the said act, were required to be made prior to the said first of June, shall be entitled to receive dividends on the amounts by them respectively paid; provided, that nothing herein contained shall be so construed as to authorize the Canal and Banking Company to withhold the payment of the amounts due to the respective branches, as provided by their charter.

Stockholders failing to pay in December, shall lose the dividends that have accrued and not received prior to Dec'r, but shall have privilege up to 1st June, to pay full amount and receive dividends.

Section 3. Be it further enacted, etc. That if any stockholder shall fail to make the payment deferred by virtue of the 2nd section of this act, to the fourth Wednesday of December next, such stockholder shall lose the benefit of a dividends which have accrued, and not being received prior to the said fourth Wednesday of December, and during the delay of such payment; provided, however, that every stockholder shall have the right of paying, on or before the first of June, the full amount of one hundred dollars on each share, and to receive full dividends thereon.

This act to have same effect as the original act, when accepted by a certain number of the stockholders.

Section 4. And be it further enacted, etc. That the foregoing sections shall have the same force and effect as the act to which this is an amendment, when the same shall have been accepted in writing by a majority in number of all the stockholders holding not less than twenty thousand shares of stock; such assent may be given personally, or by a duly authorized attorney, and be filed in the office of said company.

A. MOUTON,
Speaker of the House of Representatives.
C. DERBIGNY,
President of the Senate.

Approved March 8, 1832.

A. B. ROMAN.
Governor of the State of Louisiana.

New Orleans Canal and Banking Company.

At a meeting of the directors of said company on the 25th April, 1832, the following resolutions were passed.

1st. Resolved, That the act to amend the charter be sent to the agents of this company in Boston, New York, and Philadelphia, and that they be requested to inform the stockholders that the said act has been legally accepted, and that, in the opinion of this board, a dividend of from three to four per cent. will be declared on the last Monday of June, and that stock fully paid will be entitled to a full dividend on the whole amount.

2d. Resolved, That the time for receiving payment of the June instalment be extended to the 25th day of May in those places; interest at six per cent. after the 12th May to be paid.

Notice is hereby given to the stockholders, of the stock standing on the books of the Bank of New York, that the instalment of twenty-five dollars on each share, which [was] notified to be paid on or before the 12th inst., is postponed to the 25th inst., when it will be received at the Bank of New York at any time during bank hours, after which day the instalment cannot be received.

CORN'S HEYER,
Cashier of the Bank of New York.

Bank of New York, May 9, 1832.

An act amendatory of the charter of the New Orleans Canal and Banking Company.

Par value of share.

Section 1. Bet it enacted by the Senate and the House of Representatives of the State of Louisiana in General Assembly convened, That the first section of the act entitled "an act to incorporate the subscribers to the New Orleans Canal and Banking Company," approved March 5th, 1831, be so amended that the par value of each share of the capital stock of said company shall be fifty dollars instead of one hundred dollars: Provided, That such reduction be approved by a majority in number, and amount of shares present or represented of the stockholders of said company, at a general meeting to be convened in the city of New Orleans within six months from the passage of this act; due notice of which meeting shall be given by the cashier, in two papers published in said city, and by circulars addressed to the stockholders; at which meeting the stockholders shall vote according to the scale of voting, established by the act of which this is an amendment.

Proviso.

Board of directors.

Section 2. Be it further enacted, etc. That from and after the expiration of the term for which the present board was elected, the board of directors of said company shall consist of seven members, of whom not less than a majority shall constitute a quorum for the transaction of business, of which the president shall be one: Provided, That in case of sickness or necessary absence of the president his place may be sup-

Proviso.

plied by any other director whom the board shall appoint: And provided, that in case of a vacancy occurring in the board of directors, from any cause whatever, the same may be supplied by said board of directors.

Section 3. Be it further enacted, etc., That the said company shall be and the same is hereby authorized to discontinue its offices of discount and deposit, and to withdraw the capital invested therein, and to employ such agent or agents in the liquidation and settlement of said offices, as to said company may seem fit: Provided, that the place of payment shall not be changed without the consent of the debtor: And provided, that said company shall cancel and surrender, with all interest thereon, to the State treasurer, the bond of the State for fifty thousand dollars, dated May 30th, 1842, payable thirty days after date, for a loan made by said company to the State, under the provisions of an act entitled "an act authorizing the Governor to borrow from some of the banks certain sums of money, whenever the wants of the State may require them," approved March 20th, 1839: And provided further, that any debtor to the said bank, or any of its offices of discount and deposit, shall have the privilege of renewing his note or obligation, or delaying the payment thereof, by the payment of ten per cent., inclusive of interest, upon the amount due by him, annually for two years, and fifteen, inclusive of interest, per centum per annum after that time, until the full payment of the debt, upon his complying with the conditions of "an act to revive the charters of the several banks located in the city of New Orleans, and for other purposes," approved 5th February, 1842; and of an act approved 7th March, 1843, amending the above mentioned act of 5th February, 1842; and of an act approved 5th April, 1843, entitled "an act to facilitate the liquidation of the property banks chartered by this State:" And provided, also, that in future the bank shall issue no notes of a denomination less than twenty dollars.

Privileges.

Section 4. Be it further enacted, etc., That the twenty-seventh section of the charter of said company be and the same is hereby repealed.

Section repealed.

Section 5. Be it further enacted, etc., That all laws contrary to the provisions of this act, be and the same are hereby repealed: Provided, That nothing herein contained shall be so construed as to deprive the debtors of this bank of any of the advantages of the act entitled "an act to amend an act entitled an act to revive the charters of the several banks located in the city of New Orleans, and for other purposes," approved February 5th, 1842, or of the above recited acts.

Laws repealed.

CHARLES DERBIGNY,
Speaker of the House of Representatives.
FELIX GARCIA,
President of the Senate.

Approved March 25th, 1844. A. MOUTON,
Governor of the State of Louisiana.

An act to revise and amend the several acts of the legislature, connected with an adjustment of the debt proper of the State, and for other purposes.

Extension of time for exchange of stock and delivery of the bonds.

Section 1. Be it enacted by the senate and house of representatives of the State of Louisiana in general assembly convened, That the third section of an act, entitled "An act providing for the adjustment and liquidation of the debts proper of the State, and for other purposes," be so amended as to extend the time granted to the Bank of Louisiana, for the purchase or exchange of the stock therein described, to six months from the passage of this act; and that it shall not be bound to surrender the bonds of the State, referred to in this third section, until the same shall become due and payable, unless they shall come into its possession before that time: Provided, That the said shares shall only be transferred in proportion to the amount of the bonds of the State actually surrendered by the bank.

Conditions on which the branches may be withdrawn.

Section 2. Be it further enacted, etc., That so much of the third and fourth sections of the act, entitled "An act providing for the adjustment and liquidation of the debts proper of the State, and for other purposes;" and the third section of an act, entitled "An act to amend the charter of the Mechanics and Traders' Bank, and for other purposes;" and also the third section of an act amendatory of the charter of the New Orleans Canal and Banking Company, as relates to the time to be given to the debtors of the branches of the Louisiana State Bank, the Bank of Louisiana, the Mechanics and Traders' Bank, and the New Orleans Canal and Banking Company, should the said banks, or any of them, withdraw their branches, be, and the same is hereby, amended, so that the debtors to said branches, on furnishing good and sufficient security, shall have for the first two years the privilege of renewing their notes or other obligations, or delay the payment thereof, by the payment each year of five per centum upon the whole amount due by them, exclusive of interest; and after that period, on the payment of ten per centum, annually, for three years, exclusive of interest; and after that period, on the payment of fifteen per centum, exclusive of interest, until the entire debts are paid and extinguished: Provided, The place of payment shall not be changed without the consent of the debtor, and that the debtor shall not be required to give security out of the parish from which any branch may be withdrawn.

Mode of transfer of stock by executors or heirs of deceased persons who have not been residents.

Section 3. Be it further enacted, etc., That whenever any person or persons, permanently residing without this State, shall die, being the owner of any bank stock in any of the incorporated banks in this State, except the property banks, it shall be lawful for his or their heirs, executors, or representatives, to sell and transfer any or all stock so held upon the books of said banks, or in any other man-

ner recognised by the charter of said bank, without the necessity of having themselves recognised as such by, or of obtaining from, any probate court in this State a decree for the sale and transfer of all or any of said bank stock; and no State tax prescribed in cases of succession shall be applicable to such stock.

Stock of Mechanics and Traders' Bank to be transferred only for such bonds as are surrendered.

Section 4. Be it further enacted, etc., That the first section of an act entitled "An act to amend the charter of the Mechanics and Traders' Bank, and for other purposes," be so amended that the State treasurer be authorized to transfer to the said Mechanics and Traders' Bank such an amount only of its capital stock owned by the State, and contemplated to be sold by said act, and the act to which it is an amendment, as will at par value thereof equal in amount the bonds of the State actually surrendered.

Preference given to the bonds held by Citizens' B'k, and surplus to be applied to payment of interest —disposition of the eight thousand shares Bank of Louisiana.

Section 5. Be it further enacted, etc., That the fifth section of an act, entitled "An act to provide for the adjustment and liquidation of the debts proper of the State, and for other purposes," be so amended, that the payment of one hundred and fifty thousand dollars, therein directed to be made in the bonds of the State, issued to the Citizens' Bank for loans made to the State, and due in eighteen hundred and fifty-seven, be provided for before those bonds issued to the Charity hospital, due in eighteen hundred and fifty-eight, and that the State treasurer be authorized to apply all the surplus funds in the treasury to the payment of arreared interest on the bonds issued on account of the debts proper of the State, and to tender to the holders of said bonds, in the order required by said fifth section, any portion of the eight thousand shares of the capital stock of the Bank of Louisiana therein mentioned, at their par value in exchange for their respective claims; and if any of said bond holders refuse such exchanges within ninety days after the passage of this act, then it shall be lawful for the said treasurer to exchange said bank stock, or any portion thereof, for an equal amount of the State bonds of the debts proper, without any regard to the order required by said fifth section; and the more effectually to insure the execution of this act, and the act entitled "An act to provide for the adjustment and liquidation of the debts proper of the State, and for other purposes," the treasurer is hereby authorized and required to take all such steps, with the legal advice and assistance of the attorney general, as may be necessary and proper to enforce all the provisions thereof.

Act not applicable to the property banks, or to the municipalities of the city of New Orleans.

Section 6. Be it further enacted, etc., That nothing in this act shall be so construed as to refer to the payment of the obligations of the State issued to the property banks, for the purpose of enabling them to raise capital for banking purposes, or to the bonds issued to the three municipalities of the city of New Orleans.

Acts in relation to issue of notes

Section 7. Be it further enacted, etc., That the eighth section of an act entitled "An act to amend the charter

of the Mechanics and Traders' Bank, and for other purposes," approved March twenty-fifth, eighteen hundred and forty-four, be, and the same is hereby, repealed: And be it further enacted, That so much of the third section of an act entitled "An act amendatory of the charter of the New Orleans Canal and Banking Company," approved March twenty-fifth, eighteen hundred and forty-four, as prohibits said New Orleans Canal and Banking Company from issuing notes of a denomination less than twenty dollars, be, and is hereby, repealed.

less than $20 repealed.

Section 8. Be it further enacted, etc., That so much of the sixth rule of the first section of an act, entitled "An act to revive the charter of the several banks located in the city of New Orleans, and for other purposes," approved fifth February, eighteen hundred and forty-two, as expressed in the following words, to wit: "Provided, that no person shall be elected, or shall serve as a director of any bank in the State of Louisiana, who shall not, at the time of his election or appointment, be a citizen of the United States, and of this State," be, and the same is hereby, repealed, so far as the same applies to the Bank of Louisiana; and that the bonds already taken up by said bank for the honor and account of the State, as well as those that may hereafter be bought or taken up, and the State's stock to be bought by the bank, in pursuance of the provisions of the several acts of the legislature for the adjustment of the debts proper of the State, shall not be deemed and considered "dead weight," under the first section of the said act of fifth Feb'y, eighteen hundred and forty-two.

Citizenship not required to be director of the Bank of Louisiana.

Any bonds that have or may be taken up by her not to be considered "dead weight."

Section 9. Be it further enacted, etc., That it shall be lawful for the New Orleans Canal and Banking Company, by resolution of its board of directors, to reduce the nominal value of the capital stock of said company, from one hundred dollars each share to fifty dollars each share: Provided, that such reduction be recommended to the board at the meeting of stockholders, to be called according to law, or by any special meeting called for the purpose of considering the expediency of such reductions.

Reduction of value of capital stock in the Canal bank.

Section 10. Be it further enacted, etc., That so much of the second section of the act entitled "An act to amend the charter of the Mechanics and Traders' Bank, and for other purposes," which provides that the Secretary of State shall no longer be director thereof ex officio, be, and the same is hereby, repealed, and the said secretary shall continue to be a director of said bank until all the bonds, issued by the State in favor of said bank, are paid and surrendered up to the State.

Secretary of State to be a director of Mechanics and Traders' Bank.

Section 11. Be it further enacted, &c., That so much of the first section of an act, entitled "An act to revive the charters of the several banks located in the city of New Orleans, and for other purposes," approved Feb-

Absence not to vacate the seat of a director.

ruary fifth, eighteen hundred and forty-two, as is expressed in the following words, to wit:

"If any director of a bank shall absent himself from this State for a period exceeding four months, his seat shall be considered as vacated, and shall immediately be filled by the authority by which such director had been originally appointed, or if such director had been appointed by the legislature, and if it be then in recess, by the governor, and the same rule shall apply to all vacancies occurring from any cause whatever in the board of directors of any bank," be, and the same is hereby, repealed.

When this and the acts to which it is an amendment shall be in force.

Section 12. Be it further enacted, &c., That the act entitled "An act amendatory of the charter of the New Orleans Canal and Banking Company," approved March twenty-fifth, eighteen hundred and forty-four; and the act entitled "An act to amend the charter of the Mechanics and Traders' Bank, and for other purposes," approved twenty-fifth March, eighteen hundred and forty-four, and the several amendments made thereto by the present act, shall be in full force as soon as the same are approved of and accepted, and notice thereof given to the governor by a majority in number and amount of the shares present or represented of the stockholders of either of said banks, at a general meeting to be convened in the city of New Orleans, within six months from the passage of this act: Provided, that due notice of said meeting shall be given by public advertisement in the papers published in said city, at which meeting the stockholders shall vote according to the scale of voting established by their charters.

Commissioners of Port Hudson railroad to pay certain cl's.

Section 13. Be it further enacted, &c., That the tenth section of an act entitled "An act providing for the adjustment and liquidation of the debts proper of the State, and for other purposes," be so amended and construed as to authorize the commissioners in liquidation of the Clinton and Port Hudson Railroad Company to pay all privileged claims that may have priority over the claims of the State on the Clinton and Port Hudson railroad and other property of said company, out of any assets that may be in the hands of said commissioners.

State treasurer to settle claims, growing out of lots sold by the State.

Section 14. Be it further enacted, &c., That the State treasurer be, and he is hereby, authorized to settle with the parties concerned for the claims set up against the State, in case the same be due for indemnity for a portion of the land, in the rear of the lots between Chartres, Jefferson, and Old Levee streets, and for the half price of a partition wall in Toulouse street, which property belonged to the State, and was sold by the treasurer, by virtue of the sixth section of the act entitled "An act providing for the adjustment and liquidation of the debts proper of the State, and for other purposes," approved March twenty-fifth, eighteen hundred and forty-four.

Repeal of laws

Section 15. Be it further enacted, &c., That all laws or parts of laws contrary to, or inconsistent with with any

of the provisions contained in this act, be and the same are hereby, repealed. inconsistent with this.

A. BOUDOUSQUIE,
Speaker of the House of Representatives.
FFLIX GARCIA,
President of the Senate.

Approved March 10th, 1845.

A. MOUTON,
Governor of the State of Louisiana.

STATE OF LOUISIANA, *Executive office.*

I, Secretary of State of the State of Louisiana, do hereby certify, that the foregoing printed documents, entitled "an act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes," approved March, 1831; and an act entitled "an act to amend an act entitled 'an act to incorporate the subscribers to the New Orleans Canal and Banking Company, and for other purposes,'" approved March 8, 1832; and an act entitled "an act amendatory of the charter of the New Orleans Canal and Banking Company," approved March 25, 1844; and an act entitled "an act to revise and amend the several acts of the legislature connected with an adjustment of the debt proper of the State, and for other purposes," approved March 10, 1845, are true and faithful copies of the original extant in my office.

In faith whereof I have hereunto signed my name, and affixed the seal of the State, at the town of Baton Rouge, on the sixteenth day of January, in the year of our Lord one thousand eight hundred and fifty.
[L. S.]

CHARLES GAYARRE,
Secretary of State.

Rules and regulations for conducting the business of the New Orleans Canal and Banking Company, adopted by the board of directors, 27th April, 1831.

Rule 1. The bank shall be kept open for the transaction of business from nine o'clock, a. m., until three o'clock, p. m., every day in the year, except Sundays, Christmas, fourth of July, first and eighth of January, and such other days as may be excepted by a special order of the board. Days and hours of business.

Rule 2. The books and accounts of the company shall be regularly balanced on the fourth Mondays of June and December in each year, when the half yearly dividends shall be declared, and published in at least two of the public newspapers in the city of New Orleans, and shall be payable on or after the first Monday in July, and first Monday in January, to the stockholders or their legal representatives. The said settlement shall Semi-annual dividends.

be examined and certified by a committee to be appointed for that purpose.

Deposits. Rule 3. The bank shall take charge of the cash of all such persons as shall choose to place it there, free of expense; and shall keep it subject to the order of the depositor, payable at sight; and shall also receive special deposits of ingots of gold, bars of silver, wrought plate, and other valuable articles of small bulk for safe-keeping, at the risk of the depositor.

Rate of coins. Rule 4. The bank shall receive and pay all specie coins (except Spanish doubloons) according to the rates and value that have been, or shall hereafter be, established by the Congress of the United States.

Discount days. Rule 5. There shall be two discount days in each week; and all bills and notes offered for discount shall be delivered to the bank the days next preceding the days of discount.

Statement of accounts to be laid before the board. Rule 6. It shall be the duty of the cashier to lay before the board at every discount day, a general statement of the accounts of the bank.

Duty of the President. Rule 7. A seal, with a suitable device, for the use of the company, shall be established, and the president, with the approbation of the board of directors, shall have power to affix the said seal to all conveyances or other necessary instruments, and sign the same on behalf of the corporation; the said seal shall always remain in the custody and safe-keeping of the president; as shall the plates for the bank notes, paper moulds, and bank paper; and it shall further be the duty of the president to observe the conduct of all persons employed in the bank, and sign all bills and notes which may be issued by the corporation, in the banking house, and at no other place, unless by special permission of the board.

The board may assign other duties. Rule 8. The board of directors for the time being shall assign to the president such additional functions as they may, from time to time, find necessary for the good government of the affairs of the corporation.

Duty of the cashier. Rule 9. It shall be the duty of the cashier to countersign at the bank all bills or notes to be signed by the president, or by order of the board; carefully to observe the conduct of all persons employed under him, and report to the board such instances of neglect, incapacity, or bad conduct, as he may discover in any of them; daily to examine the settlement of the cash accounts of the bank; to take charge of the cash, and whenever the actual amount materially disagrees with the balance of the cash account, report the same to the president and directors without delay; to attend all meetings of the board; keep a fair and regular account of its proceedings; give such information to the board as may be required; consult with committees when requested, on subjects referred by the board, and also to perform such other services as may be required of him by the board.

Monthly examination by a committee.

Rule 10. A committee of at least three of the board in rotation, (the president excepted,) shall monthly visit the vaults in which the cash and other effects shall be deposited; they shall cause an inventory to be made of the same, to be compared with the books, in order to ascertain whether they perfectly agree therewith, and shall report the result of such examination to the first meeting of the board.

Of cancelling notes, &c.

Rule 11. No notes of the bank shall be struck or signed, or bank paper made or purchased, except by a special order of the board, nor shall any of the bank notes be cancelled except by a committee appointed by the board for that purpose, whose duty it shall be to have recorded the amount so cancelled, specifying the particulars as to date, number, and denomination of said notes, and sign the said record with their names, which record shall be laid before the board at their first meeting thereafter; and the notes, when compared with the record, and cancelled, shall be enveloped in paper, sealed, endorsed by the committee, and surrendered to the president for safe-keeping.

Cash accounts of individuals not to be examined by a director.

Rule 12. No director, without special authority, shall be permitted to inspect the cash account of any person with this bank.

Certificates of stock to be issued.

Rule 13. There shall be issued to the stockholders, certificates for the number of shares which he, she, or they, may respectively be proprietors of, and stating the amount paid in to be signed by the president and cashier.

Transfer book.

Rule 14. All transfers of the stock of this institution shall be made upon a book to be kept in the bank, to be called the Transfer book, and all transfers may be made by the proprietor, or his lawful attorney; the certificates of stock to be surrendered at the time the transfer is made.

Of discounts.

Rule 15. On each application for discount, every director, who may be present, shall be held to give his opinion for or against the same; and no discount shall be made without the consent of three-fourths of the directors present; and all notes and bills discounted shall be entered in a book, to be called the Credit book, in such manner as to discover to the board, at one view on each discount day, the amount which any person is discounter, or is indebted to the bank, either as payer or as endorser.

Overdrafts.

Rule 16. On every discount day, the name of every person who shall have overdrawn the bank, since the last discount day, shall be reported to the board; and in no instance will this company give a release or discharge to any debtor where the debt arises from an overdraft; and every officer who shall knowingly suffer an overdraft to be made on the bank, without communicating it to the president or cashier, shall be dismissed from the service of the company.

Protests.

Rule 17. If any bill or note belonging to this corporation shall not be paid before the shutting of the bank, on the

last day of grace, such bill or note shall be forthwith protested; and while such bill or note remains unpaid, no discount or accommodation shall be granted to any drawer, acceptor, or endorser of the same. Bills and notes deposited for collection at any time before the commencement of the days of grace, shall be proceeded with as bills and notes discounted, unless the person depositing the same shall otherwise direct in writing: Provided, that, in case of non-payment and protest, the person lodging the same shall pay the charges of protest.

Book of signature.

Rule 18. Every person who opens an account and transacts business with this bank shall subscribe his name in a book, to be kept for that purpose, to be called the Book of Signatures; and all the persons who compose any house-keeping on account with this bank, shall subscribe their names, and the signature of the firm in this book, if residing in New Orleans.

No clerk to have an account.

Rule 19. No clerk or servant of this bank shall keep an account therein, but shall receive his salary monthly from the cashier.

Discounted notes charg'd to the payers when they have funds in the bank, and have neglected to take up the notes.

Rule 20. All notes, when discounted by the bank, shall be charged to the account of the payer or payers, when due; provided there are funds in bank to the credit of such person or persons; and he, she, or they shall neglect to have the same taken up before the shutting up of the bank on the last day of grace.

Notes discounted to meet payment of other notes, not to be applied to another purpose.

Rule 21. All notes discounted to meet the payment of any note of bill due to the bank, shall not be drawn for, nor applied to any other purpose whatever.

Notes or bills drawn by persons living out of New Orleans, payable at a place in the city.

Rule 22. All bills and notes offered for discount in the bank of this company, drawn or endorsed by persons living out of the limits of the city of New Orleans, shall be made payable at some place in the said city.

Of applications for loans on mortgage security.

Rule 23. Persons who may be desirous of obtaining a loan, to be secured by mortgage, shall be required to make their proposals in writing, directed to the president and directors. These proposals must state the amount of the loan asked, and must particularly describe the property to be mortgaged. When the property proposed to be mortgaged consists in a rural estate, the proposals must contain a statement of the number of acres of land actually cleared and cultivated; of the whole number of negroes, and of the number employed to work in the field. It must also be stated whether the land is in cultivation of sugar, cotton, or what else; and the number of hogsheads of sugar, bales of cotton, or other produce made on such plantation, during each of the four preceding years, must also be shown. If the object be a sugar plantation, the number of acres of plants and of ratoons in the ground at the time of the application must be stated. The proposals must also contain a description of the buildings erected on the land; and must state whether the land is

subject to any incumbrances, and, if any, of what nature. Certified copies of all the authentic acts constituting the title of the applicant, with a certificate of the recorder of mortgages, when the land lies in the parish of New Orleans, and of the judge of the parish where the land is situated, when out of the parish of New Orleans, must be transmitted with his application.

Such applications to be referred to a committee.

Rule 24. Every proposal for a loan on mortgage security shall be referred to a committee of two members, whose duty it shall be to obtain satisfactory evidence of the real value of the land proposed to be mortgaged, and to report thereon to the board.

Title papers to be submitted to the counsel for the bank.

Rule 25. The title papers of persons applying for such loans shall be submitted to the counsel of the bank for his examination and report.

Bonds and mortgages to be executed by the wife jointly with the husband, except, &c.

Rule 26. No loan or mortgage security shall be made to any man having a wife living, unless the bond and mortgage be executed by the wife jointly with her husband, she binding herself, in solido, with him for the repayment thereof, and postponing her tacit mortgage to that which is given to the company; provided, however, that this rule may be dispensed with in all cases where the person making application shall prove, to the satisfaction of the board of directors, that no tacit mortgage in favor of his wife exists on the land proposed to be hypothecated.

What shall be contained in the act of mortgage, &c.

Rule 27. All acts of mortgage to be passed in favor of this corporation shall contain an express renunciation, by the mortgagor, of the benefit of all laws now in existence, or which may hereafter be enacted, for the appraisement of property seized on execution. Every such mortgage shall contain an express confession of judgment; and the person granting it shall therein consent that in default of payment, according to the terms of the bond and mortgage, the company may obtain an order of seizure and sale, and that the mortgaged property may be thereon sold by the sheriff for cash, and without appraisement, to the highest bidder, after an advertisement of at least thirty days, in the French and English languages.

Previous nomination of candidates for office.

Rule 28. In every election to an office, except that of president, by this board, there shall be a previous nomination of the candidates, at least one week before the election.

Public notice to be given of meetings.

Rule 29. Whenever it shall be deemed expedient to call a general meeting of the stockholders, public notice of such meeting shall be advertised for thirty days, and the place and objects of such meeting shall be specified in the advertisement.

Judges of elections.

Rule 30. The president and directors shall annually appoint five stockholders, not being directors, to be judges

of the election of the directors, a majority of whom to have power to act; and the board of directors shall prescribe the hours of the day for holding such elections.

Judges of election may adjourn, &c.

Rule 31. In case an election of directors shall not be begun, or being begun shall not be completed, on the second Monday in December, in any year, the judges of said election shall adjourn the same from day to day, not exceeding three days from the said second Monday in December, until the same shall be completed.

Certificates of election to be sent to cashier, &c.

Rule 32. The said judges shall, immediately after the election of the directors shall have been completed, transmit to the cashier of the bank an authentic certificate of the names of the persons so elected; and the cashier shall thereupon forthwith notify all the directors so elected to meet at the banking house on the first Monday in January following the said election, at ten o'clock in the forenoon, for the purpose of choosing a president.

Mode of altering or repealing these rules.

Rule 33. None of the foregoing rules or regulations shall be repealed or altered, unless a majority of all the directors vote for the repeal or alteration, nor unless upon a motion offered for that purpose at a previous meeting of the board.

Rules for governing the deliberations of the board of direc'rs.

Rule 34. The proceedings of the board of directors, when conducting their business as a deliberative body, shall be governed by the following articles:

1. When the president takes the chair, the members shall take their seats.

2. The minutes of the preceding meeting shall be read before the board proceeds to any other business; and no debate shall be admitted, nor question taken at such reading, except as to errors and inaccuracies. The state of the bank shall then be read, and the discounts settled.

3. The president shall be the judge of order, and his decisions immediately submitted to, unless two members require an appeal to the board. He shall name all committees, unless herein otherwise provided, or unless the board shall otherwise determine; and he shall call special meetings of the board whenever, in his opinion, the business may require it, or on the request of three members of the board.

4. No debate shall be entered into on any motion or resolution, until it shall be stated from the chair; and all motions shall, if requested by the president, or by two members, be reduced to writing; and no member shall speak more than twice upon any one question, without leave of the board.

5. While a resolution is under consideration, no motion shall be made, except to amend, divide, commit, or postpone it; but it shall be in order at any time, on the call of three members, to take the previous question, which shall be, "Will the board at this time act on this subject?" and, if it shall be decided in the affirmative, the debate may

4373.

be continued. A motion to adjourn shall always be in order; but shall be decided without debate.

6. A member may call for the devision of a question, or resolution, where the sense will admit of it; but no amendment which tends to destroy the general sense of the clause of a resolution shall be admitted.

7. If business of different kinds shall be called for at the same time by different members, the president will judge and give preference accordingly.

8. The yeas and nays shall be taken on any question, if called for by one member, previous to the decision of such question; but no motion for reconsideration shall be permitted, unless made and seconded by members who were in the majority on the original question.

9. At the request of any two of the board the names of the members who make and second a motion shall be entered on the minutes.

The following depositions of Hadley P. Robert, James Lloyd, Warren H. Manadue, Leander McNeil, Alexander Compton, Nathaniel F. Williams, John O. Winburn, Gilbert F. Leonard, and Eli Mercer, were offered in evidence on the hearing of this cause, and the reading thereof was objected to by defendants; their objections were overruled, and the same were then read as evidence by complainants:

The President of the United States, to J. F. Scott, Gwinn Harris, G. P. Airail, M. R. Airail, and Valentine F. Cotton, of the parish of Rapides, State of Louisiana, and each of them, greeting:

Know ye that I, in consequence of your prudence and fidelity, have appointed, and do by these presents give unto you and each of you, full power and authority, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you in a cause now depending and at issue in chancery in the district court of the United States, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants. And, therefore, I command that one of you do, at certain days and places to be appointed for that purpose, cause the witnesses named in the title to said interrogatories, or such of them as shall be delivered to you, to come before you, and then and there examine them apart upon the said interrogatories, either on their respective corporal oaths first taken before you on the holy evangelists, or, in case of Quakers, upon their solemn affirmation and declaration, or in such other solemn manner as is or may be authorized by law; and that you do take such their examinations, and reduce them into writing; and, when you shall have so taken them, you are to send the same to the clerk of the above named court without delay whatsoever; it shall be closed up and under your seal, distinctly and plainly set, together with the said interrogatories and this writ. And I further command you that, before you act or be present at the swearing or examining any witness or witnesses, you do take and subscribe the oath specified in the schedule hereunto annexed, before a commissioner of the United States, or a judge of some court of record.

Witness the honorable John C. Watrous, judge of the district court of the United States, for the district of Texas, and seal of said [L. S.] court, this 23d day of December, in the year of our Lord one thousand eight hundred and forty-eight.

JAMES LOVE, *Clerk.*

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality, to any or either of the parties in this cause, take the examinations and depositions of all and every witness, produced and examined by virtue of the commission annexed upon the interrogatories delivered by me; and I will not publish, disclose, or make known, to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them to be taken by me, until publication shall pass pursuant to some general or special orders of the court wherein the same are taken, so help me God.

GWINN HARRIS.

Subscribed and sworn to this 5th day of January, A. D. 1849, before me.

THOS. F. SCOTT,
U. S. commissioner.

United States circuit court, fifth circuit and district of Louisiana.

New Orleans, Monday, December 15th, A. D. 1845.

Present the hon. Theo. H. McCaleb, dist. judge.

THOMAS F. SCOTT, *as commissioner.*

By virtue of the powers vested in this court by the several acts of Congress, in such cases made and provided, and the court being of opinion that the appointment of an additional commissioner of the United States for the district of Louisiana is expedient: It is ordered, that Thomas F. Scott, of the parish of Rapides, in the district aforesaid, be and he is hereby appointed a commissioner of the United States, in and for the district of Louisiana, clothed with full power and authority to take affidavits, recognisance of bail in criminal cases, and to take the testimony of witnesses in cases pending before the courts of the United States; and to do all such other acts and things, as by the several acts of Congress in such cases made and provided commissioners appointed as aforesaid, are empowered to do, and that a copy of this order issue to said Thos. F. Scott as his commissioner.

Clerk's office, United States circuit court, fifth circuit and district of Louisiana.

I certify the foregoing to be a true copy from the original of record in this office.

Witness my hand and seal of the said court, at the city of New Orleans, this 27th day of December, A. D. 1848, and the 73d year of American independence.

ED. RANDOLPH, *Clerk,*
By WM. ANDRY, *D'y Clerk.*

THE STATE OF LOUISIANA,
Parish of Rapides.

I, the undersigned commissioner of the United States, in and for the district of Louisiana, do hereby certify, that on this 5th day of January, 1849, personally appeared before me, Gwinn Harris, of the parish of Rapides, State of Louisiana, who took and subscribed the foregoing oath before me.

In testimony whereof I have hereunto subscribed my name, this 5th day of January, 1849, at Alexandria.

THOS. F. SCOTT,
U. S. commissioner.

Interrogatories to H. P. Robert and J. D. Lloyd.

District court of the United States, district of Texas, in chancery.

Between the UNION BANK OF LOUISIANA, complainants,
and
JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife, df'ts.

Interrogatories to be administered to William F. Cheney, John Dunwoody, N. Robbinett, Hadly P. Roberts, James Lloyd, Crawford Brown, Nathaniel P. Mitchell, Jesse Kirkland, John Whittington, —— Bushner, —— Hagar, James D. Spurlock, and John Crawford, of the State of Louisiana.

Witnesses to be produced, sworn and examined in a certain cause in chancery, now depending and at issue in the district court of the United States, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them; how long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance, and belief herein.

Second. Where did the said defendants or either of them reside, when you knew them; how long did they reside there, and in each place; when did they remove from each place? Declare, &c.

Third. When did Josiah S. Stafford remove to Texas; when did Mrs. Jeanetta Kirkland, his wife, remove to Texas? Declare, &c.

Fourth. What circumstances induced the said defendants to remove to Texas? State specifically.

Fifth. What judgments, or orders of seizure and sale and executions, to your knowledge had been obtained against the said defendants before their removal to Texas; what effect did such judgments, orders of seizure and sale, or executions have, in causing such removal? Declare, &c.

Sixth. What property, slaves or other, did the said Josiah S. Stafford take with him, or cause to be taken for him, to Texas at the time of his removal; how many negro slaves did he take, or cause to be taken, to Texas at that or any subsequent time? Declare, &c.

Seventh. How many of the negro slaves, so taken, were under eight years of age; declare, &c., and what were their respective names and ages?

Eighth. Where had the said negro slaves, so taken, been kept before such taking; on whose plantation were they when they were so taken? Declare, &c.

Ninth. In whose custody were the said negroes slaves, so taken, just before such taking; and how kept or guarded? Declare, &c.

Tenth. How many of the said negro slaves taken by the said Josiah S. Stafford, or for him, or with him, to Texas, were mortgaged; and to what person or corporation? Declare, &c.

Eleventh. How many of the said negro slaves, so taken, were considered to be in danger of being seized upon execution or executory process in Louisiana; what was the general opinion there as to the probability of there being so seized; were any portion of them, and what portion, actually so seized; what did Josiah S. Stafford appear to think was the best means of avoiding this danger and preventing a sale; what did he say respecting this; what did he do? Declare, &c.

Twelfth. How many of the said slaves, so taken, had been previously in the possession of the said Josiah S. Stafford and his said wife; how long had they been in their possession?

Thirteenth. How was the removal of the said slaves from Louisiana to Texas effected? State specifically.

Fourteenth. By what route did the said Josiah and the said negro slaves pass from Louisiana to Texas? State particularly.

Fifteenth. What relation by blood is William M. Stafford, of the parish of Rapides, and State of Louisiana, to the said Josiah? Declare, &c.

Sixteenth. Where were the said William at the time of the removal of the said slaves to Texas? Declare, &c.

Seventeenth. What was the value of the property owned by the said William, to your knowledge, about the beginning of the year 1845, in the State of Louisiana, exclusive of any of the negro slaves so taken to Texas; in what did such property consist? Declare, &c.

Eighteenth. What relation or connexion is, or was, Isaac Thomas, Micah P. Flint, or Adelia E. Flint, to either of the said defendants? Declare, &c.

Nineteenth and last. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties in this cause, or either of them; or which may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN and WM. G. HALE,
Solicitors and of counsel for compl'ts.

Deposition of J. D. Lloyd.

Deposition of witnesses produced, sworn, and examined on Satur-

day, the 6th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, parish of Rapides, and State of Louisiana, by virtue of a commission issuing out of the district court of the United States, for the district of Texas, in chancery, to me, Gwinn Harris, and T. F. Scott, M. R. Airail, and Valentine F. Cotton, directed for the examination of witnesses in a cause there depending between the Union Bank of Louisiana, complainant, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants; I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

James D. Lloyd, of the parish of Rapides, in the State of Louisiana, aged 44 years, a witness produced, sworn by me on the holy evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to the first interrogatory to him addressed: That he knows both the parties defendants, J. S. Stafford and his wife, Jeanetta Kirkland; has known J. S. Stafford for the last eighteen years, and his wife for the last 12 years.

In reply to 2d interrogatory to him addressed: That they have both resided on the plantation of said J. S. Stafford, about a mile above Cheneyville, in the parish of Rapides, and State of Louisiana, since witness knew them as man and wife, until they left for Texas; J. S. Stafford removed to Texas in [the] spring of 1845, and his wife in the fall of the same year.

In reply to 3d interrogatory to him addressed: That he has answered this interrogatory by his answer to the second.

In reply to the 4th interrogatory to him addressed: That he does not know of his own knowledge, but has understood, that it was in consequence of debt. [Rejected on the hearing.]

In reply to the 5th interrogatory to him addressed: That to his knowledge he knows of none that had been obtained against the defendants, and therefore knows nothing of the effect which such executions, &c., could or did have.

In reply to 6th interrogatory to him addressed: "That Mr. J. S. Stafford stopped at witness' house on his way, as Stafford said, to Texas; he had with him at the time a wagon and five negroes; as for the remainder of the negroes witness knows nothing of them, whether they were taken at that time or subsequently, or at all.

In reply to 7th interrogatory to him addressed: "That none of those that witness saw with Stafford at the time above mentioned, were under eight years of age.

In reply to 8th interrogatory to him addressed: "That he does not know the five mentioned [that] left witness' house with Stafford.

In reply to 9th interrogatory to him addressed: "That some persons were on the plantation of said Stafford as a guard; one of them was

Daniel Yeizer, of this parish, but witness thinks that the guard had left before the negroes were removed from the plantation.

In reply to 10th interrogatory to him addressed: "That he does not know.

In reply to 11th interrogatory to him addressed: "That he does not know the number; the general opinion was that the slaves would be seized and sold; don't know whether any of them were actually seized; had no conversation with Stafford on the subject.

In reply to 12th interrogatory to him addressed: "That all the negroes on the plantation had been in their possession for some eight or ten years, probably longer.

In reply to 13th interrogatory to him addressed: "That those that he saw as above stated, were in wagons; as for the remainder he does not know.

In reply to 14th interrogatory to him addressed: "That he does not know.

In reply to 15th interrogatory to him addressed: "That he is full brother.

In reply to 16th interrogatory to him addressed: "That he does not know, (but understood that he was in Alexandria, in this parish.) (Objected to on the hearing and excluded.)

In reply to 17th interrogatory to him addressed: "That he does not know.

In reply to 18th interrogatory to him addressed: "That they were, and are no relations or connexions to any of the said defendants.

In reply to 19th and last interrogatory to him addressed: "That he knows nothing further that he deems material to either of the parties.

J. D. LOYD.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify, that I reduced the above deposition to writing in the presence of the witness, and read the same to him; whereupon he subscribed his name thereto as above written.

GWINN HARRIS, *Commissioner.*

Deposition of H. P. Robert.

Deposition of witnesses produced, sworn, and examined on Saturday, the 10th day of March, 1849, at my office, in the town of Alexandri, parish [of] Rapides, Louisiana, by virtue of a commission issuing out of the district court of the United States, for the district of Texas, in chancery, to me, Gwinn Harris, and T. F. Scott, M. R. Airail, and V. F. Cotton, directed for the examination of witnesses in a cause there depending in chancery between the Union Bank of Louisiana, complainants, and Josiah S. Stafford, and Jeanetta Kirkland his wife, defendants; I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

Hadly P. Robert, of the parish of Rapides, and State of Louisiana, aged about 40 years, a witness produced, sworn by me on the holy evangelist, and examined on the part and behalf of the complainants, deposeth and saith as follows:

To the first interrogatory propounded to him he answers: That he knows both of the parties, defendant, to wit, Josiah S. Stafford and his wife, Jeannetta Kirkland; has known Stafford since he was a boy, and his wife since a few years after her marriage with Stafford, say about fourteen or fifteen years.

To the second interrogatory propounded to him he answers: That he first knew Stafford when he resided in Wilkinson county, Mississippi; he subsequently removed to the parish of Rapides, on bayou Bœuff, near Cheneyville, where he continued to reside until his removal to Texas; Mrs. Stafford has resided in the parish of Rapides, near Cheneyville, ever since deponent knew her, until her removal to Texas.

To the third interrogatory to him addressed he answers: That said Josiah Stafford removed to Texas in February or March of the year 1845, and Mrs. Stafford in the fall or winter following.

To the fourth interrogatory to him addressed he answers: That from Mr. J. S. Stafford's own statement and remarks, deponent has reason to believe that debt or debts due by Stafford and wife to the Union Bank of Louisiana, and also to the Canal Bank of Louisiana, induced said defendants to remove to Texas.

To the fifth interrogatory to him addressed he answers: That there had been none, to this deponent's knowledge.

To the sixth interrogatory to him addressed he answers: That they were negroes, horses, mules, wagons, &c., which deponent presumes said Stafford took with him, or caused to be taken for him, to Texas. Indeed, deponent heard Stafford say that he had taken said property with him from Louisiana to Texas; the said property being, at the time, in the possession of Stafford in Texas. Stafford told deponent that he had taken with him to Texas one hundred and one negroes.

To the seventh interrogatory to him addressed he answers: That he does not know.

To the eighth interrogatory to him addressed he answers: That they were on the plantation known as Josiah S. Stafford's plantation, near Cheneyville, in the parish of Rapides.

To the ninth interrogatory to him addressed he answers: That deponent does not know, except they were in the custody of Stafford; does not know whether or not they were guarded; upon recollection, however, deponent heard Stafford say that there had been a guard on the negroes, placed over them by the Union Bank of Louisiana; but that, in the absence of the guard, the said negroes were taken by the said Stafford and others.

To the tenth interrogatory to him addressed he answers: That he does not know.

To the eleventh interrogatory to him addressed he answers: That all

knows, or can say in reply to this interrogatory, is that it was rumored here that the negroes of Stafford were mortgaged to the Union Bank, and that said bank had seized all, or a portion of them, and had placed a guard over them; Stafford, from his own statement, as well as from his conduct, considered the removal of the negroes to Texas as the only way to avoid a sale, and consequently did remove them.

To the twelfth interrogatory to him addressed he answers: That all of them had been in possession of said Stafford and wife, and for a number of years; but deponent thinks that Wm. M. Stafford had purchased them at sheriff's sale prior to their removal.

To the thirteenth interrogatory to him addressed he answers: That Mr. J. S. Stafford told deponent that the women and children were placed in wagons and pursued the public road, and the men went through the swamp, and both parties met some 6 or 8 miles from the plantation, and thence pursued on by the route of Hickman's ferry—perhaps it was Buchanan's ferry—to Texas. Said Stafford had three men with him as assistants, Hudson, Whittington, and Bushnell.

To the fourteenth interrogatory to him addressed he answers: That his answer is contained in his answer to the preceding interrogatory.

To the fifteenth interrogatory to him addressed he answers: That he is a full brother.

To the sixteenth interrogatory to him addressed he answers: That he does not know.

To the seventeenth interrogatory to him addressed he answers: That he does not know.

To the 18th interrogatory to him addressed he answers: That he does not know that they are at *at* all related.

To the 19th interrogatory to him addressed he answers: That he knows nothing further in relation to the matter material to either of the parties.

HADLEY P. ROBERT.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify, that I reduced the above deposition to writing in the presence of the witness, and read the same to him; whereupon he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

The President of the United States of America, to Thomas Bates, A. M. Hughes, and David Ayres, of the State of Texas, or either and each of them, greeting:

Know ye, that I, in consequence of your prudence and fidelity, have authorized, and by these presents do give unto you, and each of you, full power and authority diligently to examine all witnesses whatsoever upon certain interrogatories to be exhibited to you in a cause now de-

pending and at issue in chancery, in the district court of the United States for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants; and therefore I command that one of you do, at certain days and places to be appointed for that purpose, cause the witnesses named in the title to said interrogatories, or such of them as shall be delivered to you, to come before you, and then and there examine them apart upon the said interrogatories, either on their respective corporal oaths, first taken before you upon the holy evangelists, or, in case of Quakers, upon their solemn affirmation and declaration, or in such other solemn manner as is or may be authorized by law; and that you do take such their examinations and reduce them into writing; and, when you shall have so taken them, you are to send the same to the clerk of the above named court without delay whatsoever; it shall be closed up, and under your seal, distinctly and plainly set together, with the said interrogatories and this writ. And I further command you that, before you act in or be present at the swearing or examining any witness or witnesses, you do take and subscribe the oath specified in the schedule hereunto annexed before a commissioner of the United States, or a judge of some court of record.

Witness the honorable John C. Watrous, judge of the district court of the United States for the district of Texas, and the seal of [L. S.] said court, this second day of November, in the year of our Lord one thousand eight hundred and forty-eight.

THOS. BATES, *Clerk*.

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission annexed, upon the interrogatories delivered to me, and I will not publish, disclose, or make known to any person or persons whatsoever the contents of all or any of the depositions of the witnesses, or any of them, to be taken by me, until publication shall pass pursuant to some general or special order of the court wherein the same are taken.

So help me God.

A. M. HUGHES.

Subscribed and sworn to, this 2d day of November, A. D. 1848, before me.

JOHN C. WATROUS.

District court of the United States, district of Texas, in chancery.

Between THE UNION BANK OF LOUISIANA, complainants, and JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife, defendants.

Interrogatories to be administered to Eli Mercer, Samuel Damon, Alexander Compton, H. H. Manadiew, or Manadue, —— Bowman, Nathaniel Williams, R. Lockhart, Andrew Moore, T. D. Hall, and Leander H. McNeill, witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the district court of the United States, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Do you know the parties, defendants, in the title to these interrogatories named, or either and which of them; how long have you known them, respectively? Declare the truth, and your utmost knowledge, remembrance, and belief herein.

Second. When did the said Josiah S. Stafford come to Texas; when did you first see him in Texas, and where; what did he state as his reasons for coming to Texas? State particularly.

Third. When did William M. Stafford come to Texas after the coming of the said Josiah; for what purpose did the said William appear to have come; in what occupation or employment did he engage in Texas? Declare, etc.

Fourth. What relation by blood is the said William to the said Josiah? Declare, etc.

Fifth. In what business, employment, or occupation did the said Josiah engage in Texas; what tracts of land did he purchase therein; where did he first stop or settle; where next; in what counties did he remain while in Texas, and when did he remove from one county to another? Declare, etc.

Sixth. About how many slaves did Josiah S. Stafford, above named, bring, or caused to be brought, into Texas; how many had he in his possession, under his control, or at his disposition, when you knew him? Declare, etc.

Seventh. How many of the slaves in the possession of the said Josiah, or of his said wife, were under the control and at the disposition of them, or either of them, when you knew them in Texas, corresponded in name and age to those described in the following list, and to which of those in the following list? Declare. etc.

Little Ben, i. e. now in 1848, aged about 31 years; William, about ———; Friday, about 35; Bob Davenport, 32; Sam McClure, 39; Peter, 44; Lewis, blacksmith, 40; Paul, 47; Jacob, 51; Jack, 48; Alonzo, 37; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; George Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Britton, 34; Frank, 30; Zachariah, carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Alfred, 28; Albert, 26; Wallace, 28; Henry, 41; Lewis Rogers, 46; Tom, 28; George, 24; Dublin, 39; Maria, 46, and her two children, Louisa and Eliza; Chloe, 36; Charlotte, 18; Patsey, 16; Fanny, 47, and her child, Amanda, 15; Big Jane, 48, [and] her three children, Margaret, 21, Manuel, 19, and Washington, 13; Old Harriet, 35, her child Philip, 22; Vicey, 37, and her two children, Peggy, 17,

and John Dixon, 12; Heney, 30, and her child Charles, 11; Clarissa, 32; Amy, 30, and her child, Aaron, 11; Jane, 29, and her child, Harriet, 11; Jenny, 61; Charlotte, 28; Mary, 42, and her two children, Juliet, 21, and Mary, 14; Hortense, 38, and her two children, Nannette, 22, and Mary Ann, 16; Caroline, 31; Mary Haie, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 40; America, 32; Elvira, 29; Minerva, 27; Cynthia, 49; Minty, 26; Judy, 33, and her two children, Maria, 14, and Tom, 11; Maria Johnson, 30, her child, Lavinia, 11; Daphne, 29, her child, Lenois, 11; Charity, 51; Venus, 28; Louisa, 26; Sarah, 23; Benck, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21; and Richard, 19.

Eighth. If any of those negro slaves in the possession, or under the control, or at the disposition of the said Josiah or his said wife, or either of them, whom you knew by name, differed in age, but corresponded in name with those described in the foregoing list, state which of those so corresponded in name and differed in age; when did you know those slaves; of what age was each one; describing him or her by name at the time you knew him or her; of what age would each one now be? Declare, etc.

Ninth. What negro slaves in the possession, or under the control, or at the disposition of the said Josiah and his said wife, or either of them, did you know, who would now be under the age of eleven years? Describe them by name, and state if they were generally reputed or considered as the children of any of those named in the foregoing list. Declare, etc.

Tenth. Where, at what different places, plantations, and counties, were the said negro slaves so in the possession, or under the control, or at the disposition of the said Josiah and his said wife, or either of them, employed or worked; how, in what business, or occupation, were they employed all the time you knew them; by whom were they actually worked or employed? Declare, etc.

Eleventh. To whom were the said slaves and each of them hired out; who hired them out; who made the contracts of hire; who received or demanded payment for their hire? State specifically for all the time you knew them.

Twelfth. What suits, to your knowledge, have been instituted by persons or corporations in other States, claiming to be creditors of the said Josiah and his said wife, or either of them, in order to obtain payment of their alleged debt out of the value or proceeds of sale of the said slaves, or any of them? Declare, etc.

Thirteenth. When, and in what counties have such suits been instituted; by what person or corporation?

Fourteenth. How many of the said negro slaves have ever, before February, 1848, *ever* been seized in Texas, by virtue of a writ issuing from any court in this county? Declare, etc.

Fifteenth. When a writ of sequestration issued from the district court for the county of Brazoria, for the seizure of the said slaves, or some of them, what measures were taken by Josiah S. Stafford, or by those

persons in whose possession the said slaves, or any of them then were, to prevent the execution of such writ?

Sixteenth. Where were the said slaves at the time when the sheriff of Brazoria county first attempted to seize them, under a writ of sequestration issued at the suit of the Union Bank of Louisiana; where were they when he again attempted to seize them; what causes prevented him from effecting the seizure? Declare, etc.

Seventeenth. What did you ever hear the said Josiah S. Stafford, or his said wife, say about their difficulties in Louisiana, and their reasons for leaving that State; what did you ever hear either of them say about their mortgages to any of the banks of Louisiana; what did you ever hear either of them say respecting their course or their intentions if suit should be instituted against them upon mortgages made in Louisiana? Declare, etc.

Eighteenth. What did Josiah S. Stafford say he would do to prevent the seizure of the said slaves, at the suit of any or some bank in Louisiana, and what bank? Declare, etc.

Nineteenth. How many of the said slaves have you had in your possession; who put them in your possession; to whom did you deliver them again? Declare, etc.

Twentieth. How many of the said slaves have been hired out to you; for what length of time; by whom; who received payment for the hire?

Twenty-first. How many of the said slaves were hired out to you before and on the 1st day of January, 1848; and how many before the 5th of February, 1848; and how many before the 1st of March, 1848? Declare, etc.

Twenty-second. What were or are the names of said slaves so hired out to you before the 1st day of March, 1848; who hired them to you; set forth the terms of the contract of hire, and state whether it was in writing or not; how long was the hiring to continue? Declare, etc.

Twenty-third. To whom are you to pay the hire by the terms of the contract; who has a right to dissolve the contract; how much was the rate of hire for each of the said slaves; how and when was it agreed it should be paid?

Twenty-fourth. Do you know one James Alexander McWater; if so, in what employment or occupation was he engaged in Texas; when did you know him in Texas; for what apparent or avowed purpose did he come to Texas; how long did he remain?

Twenty-fifth: By what route did the said Josiah S. Stafford come to Texas, and when?

Twenty-sixth and last. Do you know, or can you set forth, any other matter, cause, or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBEN. ALLEN &
WM. G. HALE,
Solicitor and of counsel for comp'lts.

A true copy of the original.

THOS. BATES, *Cl'k.*
A. M. HUGHES.
Commissioner.

Deposition of a witness produced, sworn, and examined on the 21st day of November, in the year of our Lord 1848, at his plantation in Wharton county, by virtue of a commission issuing out of the district court of the United States for the district of Texas, in chancery, to me, A. M. Hughes, and Thomas Bates, and David Ayres, directed for the examination of witnesses in a cause therein depending in chancery between the Bank of Louisiana as complainant, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner, under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the said complainants.

Eli Mercer *of*, in the county of Wharton, and State of Texas, aged 58 years, witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to the 1st interrogatory: I know the defendant, Josiah S. Stafford, and have known him for the last three years; the other defendant I do not know.

In answer to 2d interrogatory: Mr. Stafford came to Texas in the spring of 1845, and it was there that I first saw him, in Wharton county; he stated to me that he had become involved in Louisiana, and that he had proposed a compromise with his creditors to which they would not agree, and that he brought his property to Texas to force them to the compromise which he had proposed.

In answer to 3d interrogatory: The said Wm. M. Stafford came to my house in Wharton county, Texas, a short time after Josiah S. Stafford; I do not know for what purpose he came.

In answer to 4th interrogatory: I do not know what is the relation between them.

In answer the 5th interrogatory: When I first knew him, he had his negroes employed at different places and plantations working for their food; I do not know that he purchased any lands in Texas; I do not know where he first stopped and settled.

In answer to 6th interrogatory: I do not know how many slaves he brought into Texas, but he had in his possession about one hundred negroes when I first knew him in Texas.

In answer to 7th, 8th, and 9th interrogatories: I know nothing of the subject matter embraced in these interrogatories.

In answer to 10th interrogatory: I know nothing of the subject matter embraced in the interrogatory.

In answer to the 11th, 12th, 13th, 14th, 15th, and 16th interrogatories: I know nothing of the subject matter embraced in the interrogatories.

In answer to 17th interrogatory: I refer to my answer to 2d interrogatory as my answer to this interrogatory.

In answer to 18th interrogatory: I am unable to answer the interrogatory.

In answer to 19th interrogatory: I have had in my possession twenty-five of Mr. Stafford's negroes; Mr. Stafford put them in my possession, and to him I delivered them again.

In answer to 20th interrogatory: None of the said slaves have ever been hired out to me.

In answer to 21st, 22d, and 23d interrogatories: I refer to my answer to 20th interrogatory as my answer to these interrogatories.

In answer to 24th interrogatory: I do not know James Alexander McWaters.

In answer to 25th interrogatory: I do not know by what route he came; he came to Texas in the spring of 1845.

In answer to 26th interrogatory: I know nothing further.

And further this deponent saith not.

ELI MERCER.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness before examining him upon the holy evangelist; that I reduced his answers to the several interrogatories, to him propounded to writing in his presence, and read the same over to him; whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal, at the day and place above mentioned.

A. M. HUGHES, *Com'r.* [L. S.]

Alterations and interlineations made by me.

A. M. HUGHES, *Com'r.*

Deposition of witnesses produced, sworn, and examined on the 8th day of December, in the year of our Lord 1848, at Brazoria, by virtue of a commission issuing out of the district court of the United States, for the district of Texas, in chancery, to me, Archibald M. Hughes, and J. Bates, and David Ayres, directed for the examination of witnesses in a cause therein depending in chancery between the Bank of Louisiana as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, as defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the said complainants.

Warren H. Manadue, of Solitude, in the county of Brazoria, State of Texas, aged 32 years, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to first interrogatory: I have known the defendant, Josiah

S. Stafford, for the last fifteen years; the other defendant I have only known for a short time.

In answer to the second interrogatory: I do not know when he first came to Texas; I think that it was in the year 1845 that I first saw him in my house in Brazoria county; he did not state to me his reasons for coming to Texas.

In answer to 3d interrogatory: I have no recollection of the time when William M. Stafford came to Texas, and I do not know for what purpose he came; I do not know that he engaged in any occupation or employment.

In answer to 4th interrogatory: I think the said William M. Stafford is the brother of the said Josiah.

In answer to 5th interrogatory: He engaged in the planting business; I do not know that he purchased any lands; Mr. Stafford and family settled in Houston, Harris county, and placed his negroes on Dr. Miller's plantation in Fort Bend county; his place of residence has been in Houston, Harris county, and I do not know that he has ever removed from one county to another.

In answer to 6th interrogatory: I was informed that Mr. Stafford brought about one hundred negroes into Texas; I did not know the number of slaves in the possession of Mr. Stafford when I first knew him.

In answer to 7th interrogatory: I know twenty-seven of the slaves of Mr. Stafford, whose names correspond with the names of the slaves mentioned in the list; their names are Lewis, blacksmith, Paul, Jim, Pierre, Stephen, Austin, Lewis, George Lee, Edmund Bell, Willis, Britton, Blaize, Wallace, Tom, George, Dublin, Patsey, Manuel, Hortense, Violet, America, Bob, Dick, Solomon, Eliza, Minty; their ages I do not know.

In answer to 8th interrogatory: I do not know the ages of the negroes whose names I have given in answer to 7th interrogatory, and am consequently unable to answer this interrogatory.

In answer to 9th interrogatory: I do not know any of the negro slaves of the said Josiah or his said wife, who would now be under the age of eleven years.

In answer to 10th interrogatory: A part of the negro slaves were employed or worked in the year 1846, on Dr. Miller's plantation, and in 1847, on Mr. Burnley's plantation; both plantations being in Fort Bend county; I think a part of them were hired out, and I was informed that Mr. Stafford had some others employed in making brick in Harris county; a part of them were employed or worked by Mr. Stafford himself, and a part by *by* persons to whom he hired them.

In answer to the 11th interrogatory: I do not know to whom the slaves were hired, by whom they were hired, who made the contracts of hire, or who received or demanded payment for their hire.

In answer to 12th interrogatory: I know of my own knowledge but of one suit instituted against the said Josiah and his said wife, and that was by the Union Bank of Louisiana.

In answer to 13th interrogatory: The suit has been instituted in the district court of the United States, for the district of Texas, by the Union Bank of Louisiana.

In answer to 14th interrogatory: I do not know of any of Mr. Stafford's negroes ever having been seized in Texas previous to February, 1848, by virtue of a writ issuing from any court in this country.

In answer to 15th interrogatory: I do not know that a writ of sequestration ever issued from the district court for the county of Brazoria, for the seizure of Mr. Stafford's negroes, and I do not know what measures he took to prevent their seizure if such a writ did issue.

In answer to 16th interrogatory: I do not know where the slaves were when the sheriff first attempted to seize them, nor where they were when he again attempted to seize them. I do not know what were the causes which prevented him from effecting the seizure; and I do not know that the sheriff made any such attempts.

In answer to 17th interrogatory: I never heard the said Josiah S. Stafford or his said wife say any thing about their difficulties in Louisiana, or their reasons for leaving that State. I have heard Mr. Stafford say that the mortgage on his property to the Union Bank of Louisiana had been paid by the sale of the property so mortgaged. I never heard Mr. Stafford say any thing respecting his course or his intentions if suit should be instituted against him on the mortgage made in Louisiana.

In answer to 18th interrogatory: I never had any conversation with Mr. Stafford about banks in Louisiana, except that his property had been mortgaged to the Union Bank, and that the mortgage debt had been paid.

In answer to 19th interrogatory: I have a negroe in my possession by name Sam Green; *ho* was put in my possession by Mr. Tod, and I afterwards made a contract of hire for him with Mr. Stafford.

In answer to 20th interrogatory: The negro mentioned in the answer to the foregoing interrogatory has been hired by me for nine months; the contract of hire was made with Mr. Stafford. The money for the hire has not yet been paid.

In answer to 21st interrogatory: There were twenty of the said slaves hired by me for three or four days before the first of January, 1848, and forty or fifty before the fifth of February, 1848; there were more hired by me between the 5th of February, 1848, and the 1st of March, 1848.

In answer to 22d interrogatory: I do not know the names of the slaves who were hired by me before the 1st day of March, 1848; they were hired to me by James Tod. The first twenty were hired for one dollar each per day; the hire of the second lot amounted to about one hundred dollars; the contract of hire was merely verbal; there was no set time for the hiring.

In answer to 23d interrogatory: The terms of the contract did not specify to whom the money for the hire was to be paid. Mr. Tod had

a right to dissolve the contract. The rate *the rate* of hire for the twenty slaves hired by me before the 1st January, 1848, was one dollar each per day; I do not now recollect the rate of hire for each of the said slaves hired by me before the 5th of January, 1848; it was agreed that the hire should be paid whenever it should be demanded, and it has been paid.

In answer to 24th interrogatory: I know James Alexander McWaters; I never saw him in Texas; I do not know in what employment he was employed in Texas; I do not know for what purpose he came to Texas, or how long he remained.

In answer to 25th interrogatory: I do not know when Mr. Stafford came to Texas, nor the route by which he came.

In answer to 26th interrogatory: I know of nothing further.

And further this deponent saith not.

W. H. MANADUE.

And I, Archibald M. Hughes, commissioner, as aforesaid, do hereby certify, that I duly swore the said witness before examining him upon the holy evangelists; that I reduced his answers to the several interrogatories to him propounded, to writing, in his presence, and read the same over to him; whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand, and affixed my seal, at the day and place above mentioned.

A. M. HUGHES, *Commissioner.* [SEAL.]

Corrections and interlineations made by me.

A. M. HUGHES, *Com'r.*

Deposition of a witness produced, sworn, and examined, on the 10th day of November, in the year of our Lord 1848, at his plantation in the county of Brazoria, by virtue of a commission issuing out of the district court of the United States, for the district of Texas, in chancery, to me, A. M. Hughes and J. Bates and David Ayres, directed for the examination of witnesses, in a cause therein depending in chancery, between the Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants.

I, the acting commissioner under said commission, having first duly taken the oath annexed to the commission according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants, Leander McNeill, of in the county of Brazoria, and State of Texas, aged 35, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith, as follows:

In answer to 1st interrogatory: I know *the* Josiah S. Stafford, and have known him for upwards of three years; I do not know Mrs. Stafford.

In answer to 2d interrogatory: He told me that he came to Texas in

the spring of 1845, and it was at that time that I first saw him in Brazoria county, Texas.

In answer to 3d interrogatory: I do not know that the said William M. Stafford ever came to Texas.

In answer to 4th interrogatory: I have heard that the said William is the brother of the said Josiah.

In answer to 5th interrogatory: I do not know that the said Josiah engaged in any business or employment or purchased any lands. He told me he first stopped on Peach creek; he next brought a large portion of his negroes into Brazoria county; he remained in the county of Brazoria and Fort Bend, and removed from Brazoria to Fort Bend in the summer of 1845.

In answer to 6th interrogatory: (I heard that Mr. Stafford brought about one hundred negroes into Texas;) he had some sixty or seventy in his possession when I knew him in Brazoria county.

In answer to 7th interrogatory: I knew nine of the slaves in the possession of Mr. Stafford, whose names correspond with those in the list; their names were Paul, Stephen, Edmund, Britton, Blaize, Wallace, Chloe, Minty, Dick; their ages I did not know.

In answer to 8th interrogatory: I did not know the ages of the negroes whose names I have given.

In answer to 9th interrogatory: I did not know any of the slaves of the said Josiah, who would now be under the age of eleven years.

In answer to 10th interrogatory: They were worked on the plantations of Mr. Williams, Compton, and my own, in Brazoria county; they were employed in farming; they were worked by myself, Compton, and Williams.

In answer to 10th interrogatory: I do not know that the slaves were hired out; those with me were left by Mr. Stafford until he could purchase land.

In answer to 11th interrogatory: I do not know that the said slaves were hired out.

In answer to 12th interrogatory: I do not know of my own knowledge that any suits have been instituted against Mr. Stafford, but I have heard that some bank or banks of Louisiana have brought suit against him in Texas.

In answer to 13th interrogatory: I do not know in what county such suit has been instituted, or by what person or corporation.

In answer to 14th interrogatory: I do not know that any of said slaves have ever been seized before February, 1848, in Texas, by virtue of a writ issuing from any court in this country.

In answer to 15th interrogatory: When the writ of sequestration issued, Mr. Stafford, believing that the sheriff was acting illegally, took a part of that portion of his slaves which were at my house, and went to Fort Bend county. I do not know that those persons, in whose possession the rest of Mr. Stafford's negroes were, took any measures to prevent the execution of the writ. The reason he went to Fort Bend was, that he thought he could have justice done him there.

In answer to 16th interrogatory: I do not know that the sheriff ever made an attempt to seize the negroes.

In answer to 17th interrogatory: I have heard him speak of his difficulties in Louisiana, but do not recollect the particulars of the conversations. I do not recollect of ever having heard him give his reasons for leaving Louisiana, or heard him say any thing respecting his course or intentions if suit should be instituted against him upon mortgages made in Louisiana.

In answer to 18th interrogatory: I never heard him say that he would do any thing to prevent the seizure of the said slaves.

In answer to 19th interrogatory: I have had some thirty (more or less) of said slaves in my possession; they were placed there by Mr. Stafford to whom I again delivered them.

In answer to 20th interrogatory: None of said slaves have been hired by me.

In answer to interrogatories 21st, 22d, and 23d: I refer to my answer to 20th interrogatory as my answer to these interrogatories.

In answer to 24th interrogatory: I do know James Alexander McWaters; he was, I understood, engaged in the practice of the law; I saw him about two years ago in Texas; I heard he came to Texas to engage in the practice of the law; I do not know how long he remained.

In answer to 25th interrogatory: I do not know by what route Mr. Stafford came to Texas; and I have heard him say he came in the early part of the year 1845.

In answer to 26th interrogatory: I know nothing further.

And further this deponent saith not.

L. H. McNEILL.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness, before examining him, upon the holy evangelists; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him; whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand, and affixed my seal at the day and place above mentioned.

A. M. HUGHES,
Commissioner. [SEAL.]

Interlineations made by me.

A. M. HUGHES, *Com'r.*

Alexander Compton, of ————, in the county of Brazoria, and State of Texas, aged about 50 years, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to 1st interrogatory: I know the parties defendant in the

title to the interrogatories named, and have known them respectively for thirty years.

In answer to 2d interrogatory: I do not recollect exactly the time that Mr. Stafford came to Texas, but I think that it was in the fall of 1844, and it was about that time that I saw him at my house in Brazoria county; he did not state to me his reasons for coming to Texas.

In answer to 3d interrogatory: I do not know how long it was after the coming of the said Josiah, before William M. Stafford came to Texas; he appeared to have come out for the purpose of collecting debts due persons in Louisiana; he engaged in no occupation or employment while in Texas, that I know of.

In answer to 4th interrogatory: The said William M. Stafford is the brother of the said Josiah.

In answer to 5th interrogatory: The said Josiah engaged in the planting business in Texas; he made several attempts to purchase lands, but did not do so; he first stopped on Peach or Caney creek, I do not now recollect which, and from thence he removed to Fort Bend county; he remained the greater part of his time in Fort Bend county; he was in other counties, but his place of residence was in Fort Bend.

In answer to 6th interrogatory: I do not know how many slaves the said Josiah S. Stafford brought into Texas; I do not know how many negroes he had in his possession.

In answer to 7th interrogatory: I do not know the names or ages of any of the slaves of the said Josiah S. Stafford or his said wife.

In answer to 8th interrogatory: Being unacquainted with names and ages of the negroes of the said Josiah or his said wife, I am unable to answer this interrogatory.

In answer to 9th interrogatory: I do not know any of the slaves of the said Josiah, or his said wife, who would now be under the age of eleven years.

In answer to 10th interrogatory: The negro slaves were employed on the plantations of Mr. Miller [and] Judge Love in Fort Bend county; I understood that some of the negroes were hired out in that county, but to whom hired I do not know; they were engaged in farming all the time I knew them, with the exception of part of a year, in which they were engaged in brick-making in Harris county; they were worked by Mr. Stafford.

In answer to 11th interrogatory: I do not know to whom or by whom they were hired, nor who made the contracts of hire, or who received or demanded payment for their hire.

In answer to 12th interrogatory: I have heard that a suit has been instituted against Mr. Stafford and his wife by the Union Bank of Louisiana.

In answer to 13th interrogatory: The suit of the Union Bank of Louisiana has been brought in the district court of the United States, for the district of Texas.

In answer to 14th interrogatory: I understood that before February,

1848, there was an attachment out against Mr. Stafford, but do not know that any of the slaves were seized.

In answer to 15th interrogatory: I do not know that Mr. Stafford took any measures to prevent the seizure of the said slaves when a writ of sequestration was issued against him; nor do I know that any other persons, in whose possession the said slaves were, attempted to prevent the seizure of said slaves.

In answer to 16th interrogatory: A part of said slaves were at my house, at Mr. McNeill's, and Mrs. Williams's, when the sheriff of Brazoria county attempted to seize them; I do not know that the sheriff ever made a second attempt; I do not know what were the causes which prevented him from effecting the seizure.

In answer to 17th interrogatory: I do not recollect of ever having heard Mr. Stafford or his wife say any thing of their difficulties in Louisiana, or their reasons for leaving said State; I do not recollect of ever having heard either of them say any thing about their mortgages to banks in Louisiana; I never heard, that I remember, Mr. Stafford say what he would do if suit should be instituted against him upon mortgages made in Louisiana.

In answer to 18th interrogatory: Mr. Stafford never said, that I remember, that he would do any thing to prevent the seizure of his slaves at the suit of any bank or any person.

In answer to 19th interrogatory: I have had fifteen or sixteen of said slaves in my possession; they placed in my possession by Mr. Stafford, and I delivered them to him again.

In answer to 20th interrogatory: None of said slaves were ever hired by me.

In answer to 21st interrogatory: I never hired any of said slaves on or before the days mentioned in the interrogatory, or at any other time.

In answer to 22d interrogatory: I refer to the answers of the 20th and 21st interrogatories as my answer to this interrogatory.

In answer to 23d interrogatory: My answer to this interrogatory is the same as the answers to the 20th and 21st interrogatories.

In answer to 24th interrogatory: I know James Alexander McWaters; I do not know that he engaged in any employment or occupation while in Texas; I never *seen* him in Texas; he appeared to have come on a visit to his mother; I do not know how long he remained in Texas.

In answer to 25th interrogatory: I do not know by what route Mr. Stafford came to Texas; I think it was in the fall of 1844 that he came.

In answer to 26th interrogatory: I know of nothing further.

And further this deponent saith not.

A. L. COMPTON.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness before examining him upon the holy evangelist; that I reduced his answers to the several interrogatories, to him propounded to writing in his presence, and read the

same over to him; whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal at the day and place above mentioned.

A. M. HUGHES. [SEAL.]

Corrections and interlineations made by me.

A. M. HUGHES, *Commissioner.*

Deposition of a witness produced, sworn, and examined on the 16th day of December, in the year of our Lord 1848, at Galveston, in the county of Galveston, in the State of Texas, by virtue of a commission issuing out of the district court of the United States for the district of Texas, in chancery, to me, A. M. Hughes, and Thomas Bates and David Ayres, directed for the examination of witnesses in a cause therein depending in chancery, between the Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeannetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Nathaniel F. Williams, of Oakland plantation, in the county of Fort Bend, and State of Texas, aged 48 years, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows, to wit:

In answer to 1st interrogatory: I know both the defendants; I have known Mr. Stafford something like four years; Mrs. Stafford I have known about a month or two.

In answer to 2d interrogatory: I do not know when Mr. Stafford came to Texas; I think that it was some time in the year 1845 that I first saw Mr. Stafford in Houston; he never gave me his reasons for coming to Texas.

In answer to 3d interrogatory: I do not know the said William M. Stafford.

In answer to 4th interrogatory: I do not know what relation by blood they are.

In answer to 5th interrogatory: I do not know in what occupation the said Josiah engaged in in Texas; I do not know that he purchased any land; I do not know where he first stopped, nor where next he stopped; I do not know in what counties he remained in in Texas.

In answer to 6th interrogatory: I do not know how many slaves the said Josiah brought into the country; I do not know how many he had in his possession when I first knew him.

In answer to 7th interrogatory: I know nothing of the subject matter embraced in this interrogatory.

In answer to 8th interrogatory: I have in my possession thirteen negroes of Mr. Stafford, whose names and ages correspond with those given in the list; their names are Lewis, blacksmith, 40; Jim, 27; Pierre, 29; Stephen, 23; Willis, 35; Britton, 34; Big Jane, 48; Charlotte, 18; Pleasant, 27; Maria Johnson, 30, and her child; and Jane, 29. I knew them some six weeks ago.

In answer to 9th interrogatory: I knew some three or four small children, who would now be under the age of eleven years; their names I do not know; they were considered as the children of some of those named in the list.

In answer to 10th interrogatory: Those of the negroes whom I hired have been worked on my plantation by me; I do not know in what business or occupation the other negroes of Mr. Stafford were employed, nor do I know where they were employed.

In answer to 11th interrogatory: A few of the said slaves were hired to me by Mr. Stafford; the contracts of hire were made by Mr. Stafford and myself, and Mr. Stafford demanded payment for their hire.

In answer to 12th interrogatory: I do not know of but one suit, and that is brought by the Union Bank of Louisiana.

In answer to 13th interrogatory: The one suit that I know of was instituted in the United States district court for the district of Texas; it was instituted by the Union Bank of Louisiana.

In answer to 14th interrogatory: I do not know that any of said slaves have ever before February, 1848, *being* seized by a writ issuing out of any court in this country.

In answer to 15th interrogatory: I do not [know] of such a writ, and do not know that Mr. Stafford took any measures to prevent the seizure of his negroes.

In answer to 16th interrogatory: I know nothing of the subject matter embraced in the interrogatory.

In answer to 17th interrogatory: I know nothing of the subject matter embraced in the interrogatory.

In answer to 18th interrogatory: I never heard Mr. Stafford say that he would do anything to prevent the seizure of his negroes at the suit of any bank in Louisiana.

In answer to 19th interrogatory: I have in my possession some fifteen or sixteen of Mr. Stafford's negroes. Mr. Stafford placed them in my possession.

In answer to 20th interrogatory: Some ten of the said slaves were hired out to me for nine months by Mr. Stafford. Mr. Stafford received the payment for their hire.

In answer to 21st interrogatory: None of the said slaves were hired out to me before the first of January, 1848, or before the 5th of February, 1848; the contract of hire for the ten hired by me was made before the 1st of April, 1848.

In answer to 22d interrogatory: There were none hired to me before the first of March, 1848.

In answer to 23d interrogatory: Not having hired any slaves from Mr. Stafford before the 1st of March, 1848, I cannot answer this interrogatory.

In answer to 24th interrogatory: I do not know James Alexander McWaters.

In answer to 25th interrogatory: I do not know by what route, or when, Mr. Stafford came to Texas.

In answer to 26th interrogatory: I know nothing further. And further this deponent saith not.

NATHL. F. WILLIAMS.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness before examining him upon the holy evangelists; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him, whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal, at the day and place above written.

A. M. HUGHES, *Commissioner.*

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

In chancery.

Between—

THE UNION BANK OF LOUISIANA, complainants,
and
JOSIAH S. STAFFORD and Jeanetta Kirkland, his wife, defendants.

Interrogatories to be administered to Gilbert F. Leonard, David S. Terry, John O. Winburn, and Edward Bradley, witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the district court of the United States, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeannetta Kirkland, his wife, are defendants, on the part of the said complainants:

First. Do you know the parties defendant in the title to these interrogatories named, or either, and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. When did Josiah S. Stafford, above named, first come to Texas to remain; in what counties did [he] remain in Texas; from what other State did he come, and by what route? Declare, etc.

Third. Look at the following list, and state what slaves you have known in the possession of the said Josiah or his said wife, or either of them, or under their control, corresponding to those described in the said list? Where did you know such slaves and when?

Little Ben, i. e. in 1848, aged about 31; William ——; Friday, 35; Bob Davenport, 32; Sam McClure, 39; Peter, 44; Lewis, blacksmith, 40; Paul, 47; Jacob, 51; Jack, 48; Alonzo, 37; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; Geo. Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Brittain, 34; Frank, 30; Zachariah, carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Al-

fred, 28; Albert, 26; Wallace, 28; Henry, 41; Lewis Rogers, 46; Tom, 28; George, 24; Dublin, 39; Maria, 46, and her two children Louise and Eliza; Chloe, 36; Charlotte, 18; Patsey, 16; Fanny, 47, and her child Amanda, 15; Big Jane, 48, and her three children Margaret, 21, Manuel, 19, and Washington, 13; Old Harriet, 35, her child Philip, 22; Vicey, 37, and her two children Peggy, 17, and John Dixon, 12; Henny, 30, and her child Charles, 11; Clarissa, 32; Amy, 30, and her child Aaron, 11; Jane, 29, and her child Harriet, 11; Jenny, 61, Charlotte, 28; Mary, 42, and her two children Juliet, 21, and Mary, 14; Hortense, 38, and her two children Manette, 22, and Mary Ann, 16; Caroline, 31; Mary Hai, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 40; America, 32; Elvira, 29; Minerva, 27; Cynthia, 49; Minty, 26; Judy, 33, and her two children Maria, 14, and Tom, 11; Maria Johnson, 30, her child Lavinia, 11; Daphne, 29, and her child Lenois, 11; Charity, 51; Venus, 28; Louise, 26; Sarah, 23; Benc, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21; and Richard, 19. Declare, etc.

Fourth. What negro slaves in the possession, or under the control, of Josiah S. Stafford above named, or his said wife, or either of them, did you know in Texas, who would now be under the age of eleven years? Describe them by name, and state if they were generally reputed or considered as the children of any of those in the foregoing list. Declare, etc.

Fifth. Where, at what several different places, plantations, and counties, were the said negro slaves, or any of them, under the control or in the possession of the said Josiah employed or worked; how, in what business or occupation were they employed during all the time you knew them; by whom were they actually worked or employed? Declare, etc.

Sixth. Who appeared to have the general management and control of the negro slaves named in the foregoing list, or such of them as you knew; who hired them out; who received the payment for their hire; who acted as owner with respect to them? Declare, etc.

Seventh. In what relation or capacity, or in what office, did you ever act with respect to the said slaves; who engaged you so to act; who paid or compensated you for your services? Declare, etc.

Eighth. What ones of the said slaves were ever sold in Texas; by whom were they sold; who received the purchase money; what do you know respecting the sale of two of them in eastern Texas, and of one to a person on Peach creek? State specifically.

Ninth. What suits to your knowledge have been instituted in Texas, by the Union Bank of Louisiana, or any other bank of another State than Texas, in order to obtain payment of debts alleged to be due to it or them from the said Josiah and his said wife out of the proceeds of the sale of the said slaves or any of them? Declare, etc.

Tenth. When and in what counties have such suits been instituted; by what bank or banks? Declare, etc.

Eleventh. How many of the said slaves have ever before February, 1848, been seized by virtue of a writ issuing from any court in this county? Declare, etc.

Twelfth. When a writ of sequestration issued from the district court for the county of Brazoria, at the suit of the said Union Bank of Louisiana, for the seizure of the said slaves or some of them, what measures, steps, or precautions were taken by the said Josiah S. Stafford or any other person to prevent the execution of such writ and the seizure aforesaid? State particularly.

Thirteenth. What did you ever hear the said Josiah or his said wife say about their difficulties in Louisiana; what did you ever hear either of them say about their mortgages to any of the banks of Louisiana; what did you ever hear either of them say about their object or reasons for coming to Texas? Declare, etc.

Fourteenth. What did you ever hear the said Josiah say about what he would do to prevent a seizure and sale of any of the said slaves at the suit of his creditors in Louisiana, or of any of the banks of Louisiana? State specifically.

Fifteenth. How long at any one time have the said negro slaves been all together, and when; how long have any large number of them, say forty or fifty, been worked together; by whom have they been so worked, and when? Declare, etc.

Sixteenth. How long a time has James Alexander McWaters had the control, disposition, and management of the said negroes, or any, and which of them; from what time to what time? Declare, etc.

Seventeenth. State what you heard the said Josiah S. Stafford say some time in February or March, 1848, in the office of Peter McGreal, esq., at Brazoria, or elsewhere, respecting the federal court at Galveston; the reluctance he felt to having the suit of the said Union Bank of Louisiana against himself and his said wife tried in that court, and the like.

Eighteenth and last. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or what may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN and
WM. G. HALE,
Solicitors and of counsel for orators.

A true copy of the original.

THOS. BATES, *Clerk.*
A. M. HUGHES, *Com'r.*

Deposition of a witness produced, sworn, and examined on the 14th day of November, in the year of our Lord 1848, at his plantation in Brazoria county, by virtue of a commission issuing out of the district court of the United States, for the district of Texas, in chancery, to me, A. M. Hughes, and Thomas Bates, and David Ayres, directed for the

examination of witnesses in a cause therein depending, in chancery, between the Bank of Louisiana, as complainants, and Josiah S. Stafford, and Jeannetta Kirkland, his wife, defendants: I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission according to the tenor and effect thereof, and as thereby directed on the part and behalf of the said complainants.

John O. Winburn, of in the county of Brazoria, and State of Texas, aged 40 years, a witness, produced, sworn, and examined on the part and behalf of the said complainants, deposeth and says as follows:

In answer to 1st interrogatory: I have known the defendant, Josiah S. Stafford, as well as I can recollect, for thirteen years or thereabouts; I have known the other defendant, Mrs. Stafford, ever since the year 1837.

In answer to 2d interrogatory: I do not know when Josiah S. Stafford came to Texas. In the year 1845 I met Mr. Stafford in Matagorda and Colorado counties, and in 1846 I saw him in Houston, Harris county, where he appeared to have settled; I do not know from what State he came, nor by what route he came to Texas.

In answer to 3d interrogatory: I knew little Ben, Peter, Friday, Lewis, blacksmith, Paul, Zack, Alonzo, Perry, Jim, Pierre, Stephen, Edmund, Willis, Lewis, Britton, Philip, Terry, Blaize, Alfred, Wallace, Tom, George, Dublin, Maria, Cloe, Charlotte, Big Jane, Vicey, Jane, Mary, Hortense, Mannette, daughter of Hortense, Pleasant, America, Elvira, Cynthia, Minty, Judy, Maria Johnson, Daphne, Charity, Louisa, Big Charlotte, Dick, Solomon, Amanda, William, slaves in the possession of Mr. Stafford, whose names correspond with those given in the list; their ages I did not know. A part of the slaves whose names I have given I recollect to have known in Louisiana, and a part in Texas; those in Louisiana I knew in the year 1837, and those in Texas in 1845 and 1846.

In answer to 4th interrogatory: I saw among the slaves of Mr. Stafford a number of negro children, who would now be under the age of eleven years; they were reputed or considered as the children of the slaves in the possession of Mr. Stafford.

In answer to 5th interrogatory: I hired a portion of said slaves myself in 1845, my plantation being in Matagorda county; in the same county a portion of them were hired by Mrs. Barnes, and in Colorado county a part of them were worked at the plantations of Thomas Thatcher, and Eli Mercer, and Mr. George's, and Mr. Damon's saw-mill, on the Bernard; and in 1846, in Fort Bend county, I saw a portion of his negroes working on Dr. Miller's plantation. I also saw some of the negroes in Houston, Harris county; the negroes were employed in planting, with the exception of those at Mr. Damon's, who were employed about the saw-mill; I understood that those negroes who were employed at Dr. Miller's plantation were worked by Mr. Stafford, and the others were worked by those who hired them.

In answer to 6th interrogatory: Mr. Stafford appeared to have the

general management of such of the negro slaves as I knew; those who were hired to me were hired by Mr. Stafford, and to him I paid for their hire. Mr. Stafford acted as owner with respect to them.

In answer to the 7th interrogatory: In 1837, in Louisiana, I was employed by Mr. Stafford as overseer to manage a plantation on which a portion of the slaves whose names I have given were; I was paid for my services by Mr. Stafford.

In answer to 8th interrogatory: I saw a negro in the possession of Mrs. Jackson, on Peach creek, in Colorado county, now Wharton county, and she stated to me that the negro was purchased from Mr. Stafford. I know nothing of the sale of two of the negroes in Eastern Texas. [Objected to at the hearing and excluded.]

In answer to 9th interrogatory: I know of one suit being instituted by the Union Bank of Louisiana against Mr. Stafford from the circumstance of having a subpœna served on me to attend as witness.

In answer to 10th interrogatory: I was summoned to attend as witness in the federal court, and that is all the knowledge that I have of a suit against Mr. Stafford.

In answer to 11th interrogatory: I do not know how many slaves of Mr. Stafford have *being* seized by virtue of a writ issuing out of any court in this country.

In answer to 12th interrogatory: I do not know that Mr. Stafford took any measures to prevent the seizure of his slaves when the writ of sequestration issued, nor do I know, except from hearsay, that the writ did issue.

In answer to 13th interrogatory: I recollect that in 1837, in Louisiana, Mr. Stafford told me that he had mortgaged his slaves to some bank in that State, and that his wife had joined with him in the mortgage, and that she was a minor. I have heard him or his brother William, but I think Mr. Stafford himself, say that he had attempted to settle his difficulties in Louisiana by compromise, and had failed. Mr. Stafford never stated to me his reasons for coming to Texas.

In answer to 14th interrogatory: I do not recollect of ever having heard Mr. Stafford say that he would do any thing to prevent the seizure and sale of his slaves at the suit of his creditors in Louisiana.

In answer to 15th interrogatory: I do not know how long, at any one time, the slaves have been all together, nor do I know how long any large number of them have been worked together.

In answer to 16th interrogatory: I do not know how long James Alexander McWaters has had the management and control of the negroes.

In answer to 17th interrogatory: I never heard any conversation by Mr. Stafford in Peter McGreal's office, but in the street at Brazoria I heard Mr. Stafford say that all he wanted was to keep possession of the negroes; that he did not fear a trial; and that he would not give a man fifty dollars to insure him success; he did not name any particular court.

In answer to 18th interrogatory: I do not recollect of any thing that will be of advantage to either party.

And further this deponent saith not.

J. C. WINBURN.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness, before examining, upon the holy evangelist; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal, at the day and place above mentioned.

A. M. HUGHES, [SEAL.]
Commissioner.

Corrections and interlineations made by me.

A. M. HUGHES,
Commissioner.

Deposition of a witness produced, sworn, and examined on the 28th day of November, in the year of our Lord 1848, at the plantation of Mr. Myers, in Wharton county, Texas, by virtue of a commission issuing out of the district court of the United States, for the district of Texas, in chancery, to me, Archibald M. Hughes, Thomas Bates, and David Myers directed, for the examination of witnesses in a cause therein depending, in chancery, between the Bank of Louisiana as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Gilbert F. Leonard, of , in the county of Wharton and State of Texas, aged 28 years, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to 1st interrogatory: I know the defendant, Josiah S. Stafford, and have known him ever since the winter of 1845; the other defendant I do not know.

In answer to 2d interrogatory: I do not know when the said Josiah S. Stafford came to Texas; when I knew him, his slaves were working in Fort Bend county; I do not know from what State or by what route he came to Texas.

In answer to 3d interrogatory: I knew several negroes in the possession of Mr. Stafford, who correspond in name with those given in the list; their ages I did not know; their names were Little Ben, Bob Davenport, Peter Lewis, blacksmith; Paul, Jacob, Jack, Sam Rodgers, Pierre, Austin, George Lee, Edmund Bell, Prank, Ned Blaize, Alfred, Wallace, Little Lewis, Maria and her two children, Chloe, Charlotte, Patsy, Big Jane and her three children, Marguerite, Manuel, and Wash-

ington, Old Harriet, Vicey and her children, Peggy and John Dixon, Mary and her two children, Judith and Mary, Hortense and her two children, Mannette and Mary Ann, Pleasant, Violet, Minerva, Cynthia, Minta, Maria Johnson, and her child Lavina, Venus, Louisa, Dick, Solomon. I first knew them at Richmond in the year 1845.

In answer to 4th interrogatory: I do not recognise in the list shewn me any slave in the possession of Mr. Stafford who would now be under eleven years of age.

In answer to 5th interrogatory: They were worked on the plantation of William Collins, in Fort Bend county; one or two at Dr. Hermans, in same county; a part of them at Mr. Compton's, in Brazoria county; and a large part of them were worked on a plantation hired by Mr. Stafford from Dr. Miller, in Fort Bend county; they were principally employed in planting; those negroes who were on the plantation of Dr. Miller were worked by Mr. Bradley, acting as overseer of Mr. Stafford; the others were worked by those in whose possession they were.

In answer to 6th interrogatory: Mr. Stafford appeared to have the management of such negroes that I knew; he hired them out, and received the payment of their hire; Mr. Stafford acted as owner with respect to them.

In answer to 7th interrogatory: I acted as collector of the hire of said slaves; I was requested so to do by Mr. Stafford; I did not ask any compensation for my services.

In answer to 8th interrogatory: I know of the sale of but one of said slaves in Texas; he was sold by Mr. Stafford to a person on Peach creek; Mr. Stafford received the purchase money.

In answer to 9th interrogatory: I know of but one suit instituted by the Union Bank of Louisiana against Mr. Stafford.

In answer to 10th interrogatory: Said suit has been instituted in the federal court of Galveston by the Union Bank of Louisiana.

In answer to 11th interrogatory: I do not know that any of said slaves have ever, before February, 1848, *by* seized by virtue of a writ issuing from any court in this country.

In answer to 12th interrogatory: I do not know, except by report, that such a writ did issue, and therefore cannot answer this interrogatory.

In answer to 13th interrogatory: I never heard Mr. Stafford say anything of his difficulties in Louisiana, or anything of his having given a mortgage to any bank in Louisiana; I have heard him say that he came to Texas because his creditors would not give him time to pay his debts.

In answer to 14th interrogatory: I never heard Mr. Stafford say that he would do anything to prevent the seizure of his slaves at the suit of his creditors in Louisiana.

In answer to 15th interrogatory: I do not know that, at any one time, all of said negroes were ever together there; some forty of them, in 1846, in Fort Bend county, worked on Dr. Miller's plantation, and about the same number, in 1847, at Lynchburg, on the San Jacinto, engaged in brick making; and there were some seventy-five or eighty

at Burley's place, in Fort Bend county, in 1848; they were worked by Mr. Stafford in 1846, 1847, and 1848.

In answer to 16th interrogatory: I do not know James Alexander McWaters.

In answer to 17th interrogatory: I do not recollect of having heard such a conversation as that mentioned in the interrogatory.

In answer to 18th interrogatory: I know nothing further.

And further this deponent saith not.

LEONARD.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness, before examining him, upon the holy evangelist; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him; whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal at the day and place above mentioned.

A. M. HUGHES, [SEAL.]
Commissioner.

Corrections made by me.

A. M. HUGHES, *Comm'r.*

And afterwards, to wit, on the twenty-eighth day of June, A. D. 1850, this cause came on to be heard and finally determined, and the court rendered its decree therein, in the words and figures following, to wit:

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Jeanetta, his wife.

Be it remembered, that on this 28th day of June, A. D. 1850, this cause came on to be heard and finally determined upon the bill, amendments, answer of defendant, Jeannetta Stafford, pro confesso as to the other defendants, exhibits, replication, and evidence adduced in presence of counsel for both parties; and because the court is satisfied that the necessary parties are not before the court, it was therefore thought fit to order, adjudge, and decree, and it is accordingly ordered, adjudged, and decreed, that the complainants' bill be dismissed, but without prejudice to any other suit or suits which said complainants may be advised to commence. And it is further ordered, adjudged, and decreed that the complainants pay the costs of this suit, to be taxed, &c.

JOHN C. WATROUS, *Judge.*

Upon the rendering of the decree in this cause on this day, the New Orleans Canal and Banking Company, by their solicitors, Jones, But-

ler, and Ballinger, have prayed an appeal to the Supreme Court of the United States, to be held in Washington city on the first Monday in December next, in the words and figures following, to wit:

THE NEW ORLEANS CANAL & BANKING COMPANY
vs.
JOSIAH S. STAFFORD and Wife.

And now, on this the 28th day of June, A. D. 1850, the New Orleans Canal and Banking Company, by Jones, Butler, and Ballinger, their solicitors, in open court pray an appeal to the Supreme Court of the United States from the decree of the district court of the United States for the district of Texas, dismissing their said bill, and decreeing costs against them in this cause.

JONES, BUTLER, & BALLINGER,
Solicitors for complainants.

And afterwards, to wit, on the seventh day of June, A. D. 1850, the defendants, by their counsel, filed the following motion, which motion is in words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Texas, to wit:

District court, May term, 1850.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and Wife.

JOSIAH S. STAFFORD and Wife
vs.
THE CANAL BANKING CO.

The defendants, by counsel, move the court to order and direct the receiver in this cause to pay into the hands of the defendant, Jeannetta Stafford, or some trustee to be appointed by the court, for her sole and separate use and benefit, the proceeds of the hire or profits of the slaves in the hands of such receiver, or such part thereof as said is entitled to.

ROB. HUGHES,
For defendants.

June 7th, 1850.

And afterwards, to wit, on the eighth day of June, A. D. 1850, the motion of defendants, filed on the 7th day of June instant, came on to be heard; whereupon the court made the following order, to wit:

JOSIAH S. STAFFORD and Wife
vs.
THE UNION BANK OF LOUISIANA.

SAME
vs.
THE NEW ORLEANS CANAL & BANKING CO.

On this day came on to be heard the motion filed by Josiah S. Stafford and Jeanetta Kirkland, his wife, on the 7th day of June, instant, praying the court to direct the receiver in these causes to pay into the hands of Jeanetta Stafford, or some trustee for her benefit, the proceeds of the hire and the profits of the slaves in controversy which may be in the hands of the receiver. After argument of counsel heard, by counsel of complainants as well as defendants, and the court being fully advised, it is ordered that the motion be overruled.

And to them it is granted, upon their entering into bond in the penal sum of twenty thousand dollars, with good and sufficient sureties, conditioned in the manner required by law, to be approved by the judge and filed within ten days.

And afterwards, on the same day, the complainants in this cause having tendered a bond in compliance with the order of the court, the court thereupon made the following order:

THE NEW ORLEANS CANAL and Banking Company
vs.
JOSIAH S. STAFFORD and Wife.

And now on this day came the complainants, by their solicitors, and tendered a bond for appeal, as required by the order of the court, from the decree rendered herein at the present term of this court; the court having inspected the bond, and being satisfied that the bond is in conformity to law and the previous order of the court, and that the sureties are good and sufficient: It is ordered, that the same be approved and filed.

And thereupon the bond tendered by the complainants in this cause was put upon the files of the court in this cause, and which bond is in the words and figures following, to wit:

Know all men by these presents, that we, the New Orleans Canal and Banking Company as principal, and Michel B. Menard, Richard B. Doswell, and Edward Hill as sureties, are held and firmly bound unto Josiah S. Stafford and Jeanetta Kirkland, his wife, in the sum of thirty thousand dollars, to be paid to them, the said Josiah S. Stafford and Jeanetta Kirkland, their heirs, executors, administrators, and assigns; to which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 28th day of June, in the year of our Lord one thousand eight hundred and fifty, (1850.)

Whereas, lately, in the district court of the United States, for the district of Texas, at the May term thereof, held at Galveston, in and for the said district, on the twenty-eighth day of June, 1850, in a certain cause there pending, wherein the New Orleans Canal and Banking